TOBACCO EDUCATION CLEARINGHOUSE OF CALIFORNIA (TECC)

REQUEST FOR PROPOSAL

TCS 05-45867

JULY 29, 2005

California Department of Health Services
Tobacco Control Section
MS 7206
P.O. Box 997413
Sacramento, CA 95899-7413
http://www.dhs.ca.gov/tobacco
(916) 449-5500

TABLE OF CONTENTS

I. INTRODUCTION

A. **Purpose**

The California Department of Health Services, Tobacco Control Section (DHS/TCS) is soliciting proposals from public or private non-profit agencies that are able to operate and maintain a statewide anti-tobacco use education/information clearinghouse and resource center. Proposals must address all the core components provided in the Scope of Work (SOW) (Refer to Section IV, Required Components). Additionally, applicants are to identify additional enhancements to this Clearinghouse, which are not pre-identified by DHS/TCS (Refer to Section V, Enhanced Services Component). Any agency submitting a proposal must employ highly-qualified staff with strong information technology, publication, production, distribution, and library reference skills. The target audience for these services is primarily agencies in California receiving funds for tobacco-use prevention education.

DHS/TCS intends to make a single contract award to the most qualified applicant complying with the provisions of this Request for Proposal (RFP).

B. **Goals and Objectives**

The goals of the Clearinghouse are to: 1) ensure DHS/TCS-funded agencies have access to state-of-the-art, anti-tobacco use education materials, education programs, policies, reference materials, websites, and other related resources that support the priorities of DHS/TCS and local program implementation; 2) improve and facilitate timely and efficient access to and dissemination of information through use of reliable information technology; 3) promote dissemination and translation of DHS/TCS studies and publications to the greater tobacco control community; and 4) provide to other state and local agencies, health care providers, and the public, access to anti-tobacco use educational materials.

Appropriate and accessible educational materials, information, reference materials, and resources are critical if DHS/TCS-funded projects are to be successful in implementing tobacco-use prevention education programs across the state. Education materials must also be culturally sensitive, linguistically appropriate, and aimed at the literacy level of the intended target populations. At the same time, a centralized mechanism must be in place to provide oversight and coordination of program components, technical assistance, efficient and user-friendly access to materials and information, and dissemination of materials and information to DHS/TCS-funded agencies and TCS staff.

The information provided by the Clearinghouse must be consistent with that being disseminated by state, federal, and national health information centers, including the National Cancer Institute, the Centers for Disease Control and Prevention (CDC), Office of Smoking and Health, Tobacco Technical Assistance Consortium (TTAC), and DHS.

Therefore, the objectives of the contract being procured by this RFP are to:

1. Identify and obtain tobacco-use prevention education and tobacco use cessation materials, reference materials, and resources from local, state, federal, and national sources that support DHS/TCS priorities and local/state program implementation.

2. Maintain a centralized educational materials and information clearinghouse that provides/manages: bulk distribution of materials; a lending library of educational, reference and media materials, and printing master copies; educational materials and literature search capabilities; a project database; multiple websites [e.g., Strategic Tobacco Retail Effort (STORE), Smoke-free California: Where We Live, Work, and Play (LWP), County and Statewide Archive of Tobacco Statistics (C-STATS), TobaccofreeCA; AT Gear; and educational material referral services].

3. Assist DHS/TCS to develop culturally sensitive and linguistically appropriate materials that promote education on statewide laws and services by providing educational materials development services that include, but are not limited to, focus group testing, pilot testing, translation, graphic design, and production and distribution services.

4. Assist DHS/TCS contractors to identify and develop culturally sensitive and linguistically appropriate materials through long-distance learning methods, on-site trainings, and telephone and e-mail technical assistance.

5. Coordinate/manage educational materials development services between DHS/TCS and its contractors and subcontractors to avoid duplication of effort and ensure production of high quality, accurate materials by DHS/TCS contracts and subcontractors.

6. Provide bulk purchase services to consumers, health professionals, educators, non-profit agencies, local lead agencies (LLAs), professional associations, schools, and other state agencies.

7. Develop, maintain, manage, and evaluate the effectiveness of multiple websites and databases in order to maximize the sharing of tobacco control information and data.

C. General Background and Authorizing Legislation

In November 1988, California voters approved the Tobacco Tax and Health Protection Act of 1988 (Proposition [Prop] 99) which added a 25-cent tax to each pack of cigarettes sold in the state. These additional tobacco taxes were earmarked for tobacco-related research, health education and promotion, and health care.

The enabling legislation for Prop 99 includes Assembly Bills (AB) 75, 99, and 3487, and Senate Bills (SB) 99, 816, 493, and the annual State Budget. These bills provide legislative authority for programs administered by DHS/TCS to:

- conduct health education interventions and behavior change programs at the state level, in the community, and other non-school settings;
- apply the most current research and findings; and
- give priority to programs that demonstrate an understanding of the role community norm change has in influencing behavioral change regarding tobacco use.

The scope of the health education campaign launched by DHS/TCS is addressed in the Health and Safety (H&S) Code, Part 3, Chapter 1, commencing with Section 104350. These statutes authorize DHS/TCS to fund a variety of innovative approaches to reduce tobacco use which include, among other things, funding for local health departments (LLAs) (H&S Code Section 104380), competitively selected statewide and community-based projects (H&S Code Section 104385), a statewide media campaign (H&S Code Section 104375(e)(1)), and an extensive evaluation of the entire tobacco control program (H&S Code Section 104375(b)). These programs are described in Appendix A.

1. **Authorization**

   Pursuant to the H&S Code, Part 3, Chapter 1, commencing with Section 104350, specifically Section 104390, DHS/TCS is authorized to develop and maintain support services for local tobacco-use prevention programs. The Code states:

   > "The department may provide program support services to local tobacco use prevention programs, which shall include, but not be limited to, all of the following: (1) Data collection. (2) Educational materials. (3) Evaluation. (4) Technical assistance. (5) Training. (6) Transfer of information among programs…."

2. **History of Tobacco Education Clearinghouse of California Services**

   Pursuant to these mandates, on March 14, 1990; March 17, 1995; July 31, 1996; June 23, 1999; and July 18, 2002; DHS/TCS released RFPs soliciting proposals for a statewide clearinghouse. The first five competitive bid processes have resulted in the funding of Education, Training, and Research (ETR) Associates, Inc., to establish and maintain a statewide tobacco education clearinghouse.

ETR Associates, Inc., has operated the Clearinghouse since the initial start-up on July 1, 1990. The current contract ends December 31, 2005.

ETR Associates, Inc., currently provides the following services: 1) a bulk printing, purchase/access and distribution system for the dissemination of tobacco education materials and resources; 2) an extensive library and resource center, housing over 25,000 materials at both ETR and DHS/TCS; 3) an InMagic database of materials, currently consisting of over 15,000 records; 4) reference and referral services; 5) circulation services; 6) technical assistance in materials development and access to resources; 7) development of materials and documents to support tobacco education programs, including print educational materials and websites; and 8) management of the DHS/TCS computer network system, PARTNERS (**P**olicy **A**dvocacy **R**esources **T**obacco **N**etwork **E**ducation **R**esponse). Websites include the following: Tobacco Education Clearinghouse of California (TECC); California Online Database for Enforcement (CODE); STORE; LWP; and C-STATS.

Existing resources, products, equipment (including software), and processes established by the current Clearinghouse contractor are to be assessed, used, transferred in a timely manner, if necessary, and improved upon where needed by the successful contractor resulting from this RFP process.

D. **DHS/TCS Program Priorities Overview**

DHS/TCS is responsible for supporting a statewide TCP designed to reduce tobacco use in the state and achieve a tobacco-free California. Through the coordinated efforts of local health departments, community-based organizations, and a statewide media campaign, this program has made extraordinary progress toward these goals. The provision of materials and resources through the Clearinghouse to DHS/TCS and its contractors plays a critical, supportive role in the success of the program.

The program has maintained its focus and coherence by adhering to a common “denormalization” strategy aimed at reducing the social acceptability (or “normality”) of tobacco use and exposure to secondhand smoke (SHS) in California communities. Through awareness raising, education, policy advocacy, and community mobilization, the program awakens the community out of its indifference to or tolerance of exposure to SHS, availability of tobacco products to minors, and the saturation of our community environments with youth-targeted tobacco advertising and such tobacco promotions as sponsorship of community, cultural, ethnic, and sporting events. Lasting change in youth behavior regarding tobacco can only be secured by first changing the adult world in which they grow up.

California’s comprehensive TCP is very successful. Since the passage of Prop 99 in 1988, the per capita cigarette consumption in California has declined by 61.4 percent, from 109.6 packs per person in 1989 to 44.2 packs per person in 2004. In addition, the adult smoking prevalence decreased by approximately 32 percent, from a prevalence rate of 25.8 percent to 15.4 percent in 2004. In viewing the adult smoking trend, it is important to note that the revised current smoker definition developed by the federal CDC was used beginning in 1996. This resulted in the inclusion of more “occasional smokers” and thus raised prevalence estimates by one to two percentage points in 1996 and subsequent years. The decline in the rate of adult smoking in California has more than doubled–a more rapid decrease than nationally. Credit for this dramatic rate of decline is the result of a coordinated effort by local programs and the statewide media campaign. However, based on the 2004 population, there continues to be approximately 3.9 million current adult smokers in California.

Although smoking prevalence of all major racial/ethnic groups has declined since 1990, there are significant smoking prevalence differences between racial and ethnic groups in this State. In 2002, African Americans and Non-Hispanic Whites had significantly higher smoking prevalence (19.0 percent, and 17.3 percent, respectively) than either Hispanics (13.4 percent) or Asian and Pacific Islanders (12.1 percent).

While California smoking rates declined for people over the age of 25 since 1996, smoking prevalence of 18-24-year-olds increased dramatically during the mid-to-late 1990’s. Two reasons have been cited for the rise during this time period: 1) a high percentage of youths entering this age group were established smokers; and 2) an increase in uptake of smoking by young adults. The 2004 data reveal that the smoking prevalence of 18-24-year-olds is 18.3 percent, a decrease from the year before (22.2 percent). The recent decrease in 18-24-year-olds smoking rates should be viewed with caution, however, because of the small sample size of this age group in the survey. It remains to be seen if this is the beginning of a downward trend in young adult smoking. Compared to other age groups, 18-24-year-olds continue to have the highest prevalence of cigarette smoking.

The prevalence of smoking among 8th and 10th graders has declined dramatically since 1996 and among 12th graders since 2000. Additionally, California youth have a significantly lower smoking prevalence compared to the rest of the United States (U.S.). For example, the smoking prevalence for California high school age youth was 13.2 percent in 2004 compared to 22.3 percent nationally.

In California, the lung cancer rate between 1988 and 2002 has decreased by 26.5 percent compared to a decrease of only 6.5 percent in the rest of the U.S. during the same time period. Despite the successes of the California TCP, tobacco use continues to take a terrible toll–physically, emotionally, and financially-on people and families throughout California, and across the nation. More than 43,000 people in California will prematurely die every year from a tobacco-related disease. In addition, the cost of smoking in California is nearly $16 billion annually, or $3,331 per smoker per year.

DHS/TCS and its funded projects will continue to focus on four priorities: 1) countering pro-tobacco influences in the community; 2) reducing exposure to SHS and increasing the number of smoke-free public spaces, worksites, schools, and communities; 3) reducing availability of tobacco products; and 4) increasing availability of cessation services. These priorities address key factors related to adult, youth, and/or young adult tobacco use and are broad enough to encompass nearly all tobacco control activities. These priorities are described in Appendix A.

II. GENERAL PROPOSAL INFORMATION

A. Who May Submit a Proposal

1. Pursuant to H&S Code Section 104355, any public or private non-profit entity is eligible to apply for this contract to operate and maintain a clearinghouse and resource center. For agencies claiming private non-profit status, **either** a certification from the State of California, Office of Secretary of State, a letter from the Department of the Treasury, Internal Revenue Service (IRS), or other documentation from a state regulatory oversight agency classifying the administrative agency as a public or private non-profit **MUST BE INCLUDED** with the submission of the proposal. A sample California State 501(c)3 form and a sample letter from the IRS are provided in Appendix B and Appendix C, respectively. <u>Agencies with pending non-profit applications may not apply</u>.

2. State of California agencies, other than state universities, colleges, and community colleges, are not eligible to submit proposals.

3. Any agency that receives funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company, during the term of the contract, is not eligible for funding under this RFP. Agency certification to this effect is required on Attachment 11. A fillable electronic form is available at: <u>http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm</u>, RFP 05-45867, Fillable Electronic Form. See Appendix D for a partial list of tobacco company subsidiaries.

   With regard to universities or colleges, the Principal Investigator of the University or college must certify that he/she or any of the investigators associated with (either paid, voluntary, or in-kind) this contract have not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator of the university or college must certify that he/she or any of the investigators associated with this contract will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract from the DHS/TCS. Acceptance of such funds during the term of the contract is grounds for termination. The Principal Investigator's certification is required on Attachment 11. See Appendix D for a partial list of tobacco company subsidiaries.

B. **Contract Term**

1. The contract term is expected to be 61 months and is anticipated to be effective from December 1, 2005 through December 31, 2010.

2. Proposals must be submitted with a performance period for the full 61-month contract term.

3. The resulting contract will be of no force or effect until it is signed by both parties. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals have not been obtained.

C. **Anticipated Funding**

1. Approximately $5 million from the Cigarette and Tobacco Surtax Fund is anticipated to be available to obtain the services described in this RFP.

2. An additional $200,000 per year (up to $1,000,000 total) is available for use in providing additional enhanced services as described in Section V. Enhancement of Services Component. There is <u>no guarantee</u> that any or all of the funds will be awarded for the enhanced services.

3. Generated revenue from catalog sales will also be available for services described in this RFP. Based on prior years, generated revenue is anticipated at approximately $60,000 per month.

   The generated revenue is utilized by the Clearinghouse to offset expenses, for example, printing, or other line items as directed and approved by DHS/TCS.

   On a regular basis, the successful applicant will be required to submit to DHS/TCS for review and approval information regarding the amount of generated revenue, proposed spending plans, etc.

4. With the exception of the generated revenue, funding for this contract is dependent upon the availability of anticipated revenues from the Cigarette and Tobacco Surtax Fund and future legislative appropriations. The actual contract award amount for each fiscal year (FY) will be known when each annual State Budget is signed by the Governor. There is no guarantee that funding will be available.

   If DHS/TCS funding is reduced due to unforeseen changes in cigarette tax and revenues, DHS/TCS reserves the right to adjust the total contract award accordingly.

Likewise, if DHS/TCS funding is increased due to unforeseen changes in cigarette tax and revenues, DHS/TCS reserves the right to offer and negotiate an augmentation to the total contract award to increase: a) the scope of services and b) the total contract award amount so that the contractor may provide services to an increased number of DHS/TCS funded projects.

If there are changes in legislative mandates, court action, or other administrative changes affecting the project, the SOW shall be amended or terminated accordingly to comply with these actions. The contract may be terminated by DHS/TCS upon a 30-day notice to the prime contractor.

5. Funding for each year of the contract will be dependent upon successful contractor performance. After completion of the first 12 months, and optionally, annually thereafter, DHS/TCS will conduct a performance review. These reviews will determine whether the contractor is performing to the satisfaction of DHS/TCS, meeting expectations and deadlines, and abiding by the terms of the contract, and should therefore be recommended for continuation of the contract.

6. If, after the first 12 months of the contract, the contractor does not pass the annual performance review, DHS/TCS may elect to terminate the initial contract with 30 days written notice and award a contract to the next highest scoring applicant without conducting another RFP process.

D. **Reservation of Rights**

1. DHS/TCS reserves the right to reject any or all proposals and to cancel or terminate this RFP at any time.

2. DHS/TCS may waive any immaterial deviation(s) in any proposal. The DHS/TCS waiver of any immaterial deviation(s) shall not excuse a proposal from full compliance with the contract terms if a contract is awarded.

   There is no guarantee that scoring 90 or above, will result in a contract award.

3. DHS/TCS reserves the right to withdraw the award if an acceptable SOW, Budget, Budget Justification, and other DHS/TCS required forms are not received by DHS/TCS from the awardee within 45 calendar days of being negotiated by DHS/TCS and the awardee.

4. DHS/TCS reserves the right to withdraw the award or negotiate the SOW and Budget of any proposed service or activity or proposed project components.

5. Expenses associated with preparing and submitting a proposal are solely the responsibility of the agency and will not be reimbursed by DHS/TCS.

6. The awardee certifies, by submitting an application, that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

E. **Contract Terms and Conditions**

1. DHS/TCS will send the awardee a copy of the contract language. Changes to this language will not be negotiated at any time during the contract negotiation process.

2. Contract conditions will include the: 1) Standard Agreement form; 2) SOW; 3) Budget and Payment Provisions; 4) General Terms and Conditions (GTC 304), (which may be viewed or downloaded at the Internet site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm); 5) Special Terms and Conditions; 6) Additional Provisions; 7) Contractor's Release, and other contract conditions that will be provided to the awardee prior to contract negotiations. Contract terms and conditions are standard state requirements and are not subject to changes or negotiation by the awardee. In addition, note the following:

   Intellectual Property Rights

   The State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all Works created, produced, or developed under a contract awarded from this RFP, whether published or unpublished. If successful in this RFP, you must comply with the Intellectual Property Rights language. Changes to this language will **not** be negotiated at any time during the RFP process nor with the awardee. See Appendix E for the Intellectual Property Rights contract language.

F. **Voluntary Letter of Intent**

For purposes of planning the review process, all prospective applicants are encouraged to submit a voluntary letter notifying DHS/TCS of the agency's intent to submit a proposal. Failure to submit a Letter of Intent will not affect the acceptance of any proposal. The Letter of Intent is not binding and prospective applicants are not required to submit a proposal merely because a Letter of Intent is submitted.

One (1) signed letter of intent should be received at DHS/TCS by 5 p.m. on August 12, 2005. The letter of intent must be submitted on the agency's letterhead and state the following: the name and number of the RFP under which the proposal will be submitted, and the estimated budget request. E-mail documents will not be accepted. Mail or fax the letter of intent to:

Lori Loftis
Tobacco Control Section
California Department of Health Services
MS 7206
P.O. Box 997413
Sacramento, CA 95899-7413
FAX (916) 449-5505

Clearly indicate "**Tobacco Education Clearinghouse of California, TCS 05-45867"** on the outside of the mailing envelope or on the FAX transmittal sheet.

G. **Proposal Submission Requirements**

By submitting a proposal, applicants agree that DHS/TCS is authorized to verify any and all claimed information and to verify any references named in the proposal. The proposals received by DHS/TCS are subject to the provisions of the "California Public Records Act" (Government Code, Section §6250 et seq.) and are not considered confidential after completion of the selection process.

Submit one (1) signed original (clearly marked "original"), plus eight (8) copies of the entire proposal. It is the sole responsibility of the applicant to ensure that DHS/TCS receives the required number of copies of the proposal by the above deadline. Clearly indicate "**Tobacco Education Clearinghouse of California, TCS 05-45867**" on the outside of the mailing envelope.

Proposals must be received at the DHS/TCS office by 5 p.m., Friday, September 6, 2005. Postmarks will not be considered.

- FAX or E-mail documents will not be accepted. No exceptions will be made.
- A late or an incomplete proposal will be considered non-responsive and will not be reviewed for funding.
- No changes, modifications, corrections, or additions may be made to the proposal once it is received. No exceptions will be made.

Delivery information:

U.S. Postal Service Mail Delivery Including U.S. Postal Service Express Delivery:	**For hand delivery or overnight delivery via UPS or FedEx:**
Marj Rogers Tobacco Control Section California Department of Health Services MS 7206 P.O. Box 997413 Sacramento, CA 95899-7413	**Marj Rogers** Tobacco Control Section California Department of Health Services MS 7206 1616 Capitol Avenue, 74.516 Sacramento, CA 95814

NOTE:

- **All U.S. Postal Service mail, including U.S. Postal Service Express Mail is delivered to the P.O. Box address and is not delivered directly to the DHS/TCS street address.**
- **Applicants are advised to allow adequate time for delivery to the DHS/TCS office. DHS' internal processing of U.S. mail, including U.S. Postal Services Express Mail, may add 48 hours or more to the delivery time, thus potentially resulting in a late application submission.**
- **Overnight mail, i.e., UPS, FedEx is not accepted at the P.O. Box address.**
- **TCS recommends bidders consider using overnight services such as UPS or FedEx that deliver to the DHS/TCS street address listed above. The DHS/TCS phone number for use on the overnight bill of lading is (916) 449-5500.**
- **If you choose to hand deliver your package, allow sufficient time to park and to sign-in at the security desk.**
- **See the website at http://www.dhs.ca.gov/tobacco for directions to DHS/TCS.**
- **It is the sole responsibility of the applicant to ensure that the complete proposal is in the DHS/TCS office by 5:00 p.m. on September 6, 2005. Late proposals will be rejected.**

H. RFP Bidders' Teleconference

A RFP Bidders' Teleconference is scheduled for the purpose of answering questions directly related to the RFP requirements and services sought in the SOW. The teleconference is the only medium available for questions. After the teleconference, technical assistance regarding programmatic content will not be available.

BIDDERS' TELECONFERENCE
Friday, August 5, 2005
9:30 a.m. – 12:00 p.m.

Teleconference Phone Number:
(916) 556-1508

Password:
1234

Information on how to access the teleconference will also be available online at the DHS/TCS website at:
http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm

NOTE: **Interested parties are strongly encouraged to access the DHS website frequently for the most current information regarding this RFP, especially funding availability, timelines, and specifics related to the Bidders' Teleconference. Any and all revisions to the RFP will be posted on the DHS website.**

I. Proposal Review Process

1. Review for Compliance with Mandatory RFP Requirements

Proposals will be date and time stamped upon receipt at DHS/TCS. Each proposal received at the DHS/TCS office **by 5 p.m. on Friday, September 6, 2005**, will be reviewed for compliance with the requirements provided in this document. Proposals that do not comply with the requirements will be considered non-responsive and will be excluded from the review. Omission of any required document or form, failure to use required formats for response, or failure to respond to any requirement may lead to rejection of the proposal prior to the review. The DHS/TCS may waive any immaterial deviation(s) in any proposal. The DHS/TCS waiver of any immaterial deviation(s) shall not excuse a proposal from full compliance with the contract terms if a contract is awarded. **LATE, INCOMPLETE, OR NON-COMPLIANT PROPOSALS WILL BE REJECTED.**

2. **Technical Review**

Each proposal that complies with the mandatory requirements will be evaluated and scored for technical merit by a panel of reviewers. This panel may include persons representing LLAs, DHS/TCS contractors, technology experts, voluntary organizations, ethnic communities, clearinghouses, resource centers, education, libraries, and staff from DHS.

In this technical review process, proposals will be scored as follows:

Scored on a scale of 0-120 total possible points
Passing Score: 90 points or more

Proposals receiving a passing score will be considered for a contract award depending upon the availability of monies and non-duplication of local, state, or national tobacco control initiatives. There is no guarantee that receiving a passing score will result in a contract award or a contract award at the level requested.

The maximum point value of each proposal section is as follows:

Agency Capability	40 points
Project Description/SOW	60 points
Budget and Budget Justification	20 points
Total Points	120 points

3. **Contract Award**

   a. Award of the contract will be to the most responsive applicant, who earns the highest total score.

   b. Should there be a tie, DHS/TCS reserves the right to conduct oral interviews and/or site visits to review the applicant agencies and to determine final scores and selection. If DHS/TCS decides to conduct the oral interview and/or site visit, criteria and instructions will be sent under separate cover to the qualifying applicants. If conducted, the oral interviews will be the basis for further consideration of a contract award.

   c. In the event that DHS/TCS is unable to execute a contract with the initial successful agency, DHS/TCS reserves the right to award the contract to the applicant that has earned the next highest passing score and has met the requirements specified in this RFP.

d. In the event the contract is not accepted by the applicant with the highest score or a contract is awarded to the applicant with the highest score and later terminated, DHS/TCS may enter into a contract with the available applicant having the next highest passing score in the review process for performance of remaining contract work.

4. **Notification of Award Decision**

All agencies that submitted a proposal for this RFP will be notified of the decision in writing and may receive, upon written request to DHS/TCS, the consensus review tool summary page of their proposal, which provides the score and overall strengths and weaknesses of their proposal. If an oral interview and/or site visit is conducted, the applicant may, upon written request, receive a summary of the reviewers' comments pertaining to their proposal.

5. **Contract Negotiation**

Following the contract award notification, contract negotiations will occur with the potential Contractor in a timely manner. DHS/TCS reserves the right to reject and/or modify any proposed SOW core component(s). Following negotiations, the Contractor is required to submit a detailed SOW, Budget, and Budget Justification in accordance with DHS/TCS requirements, which will become part of the formal contract. Upon completion and approval of these documents, the contract will be fully executed and work shall commence.

DHS/TCS reserves the right to withdraw the contract award if an acceptable SOW, Budget, Budget Justification, and other DHS/TCS required forms are not received by DHS/TCS from the awardee within 45 calendar days of being negotiated by DHS/TCS and the awardee.

In the event that DHS/TCS is unable to execute a contract with the initial successful agency, DHS/TCS reserves the right to continue the evaluation of the proposals and select the proposal that most closely meets the requirements specified in this RFP, and that received a passing score of at least 90 points.

J. **Appeal Process**

Only those agencies that submit a proposal consistent with the requirements of this RFP and are not awarded the contract may appeal. There is NO appeal process for proposals that are: submitted late, non-compliant, or incomplete. The awarded applicant may not appeal the contract award level.

Letters appealing the final proposal selection must be received **by 5 p.m. on Friday, October 7, 2005, at the address indicated below. E-mail documents WILL NOT BE ACCEPTED.**

Appeals shall be limited to the grounds that DHS/TCS failed to correctly apply the standards for reviewing the appealing agency's proposal in accordance with this RFP. The appellant must file a written appeal, which includes the issue(s) in dispute, or other basis for the appellant's position, and the remedy sought. Incomplete appeals will be rejected. Appeals must be mailed or faxed to:

Donald O. Lyman, M.D., Chief or Designee
Division of Chronic Disease and Injury Control
Department of Health Services
MS 7200
P.O. Box 997413
Sacramento, CA 95899-7413
Fax number: (916) 449-5505

At the sole discretion of the Chief of the Division of Chronic Disease and Injury Control, or his/her designee, an appeal hearing may be held. The decision of the Chief of the Division of Chronic Disease and Injury Control or his/her designee shall be final. There is no further administrative appeal. Appellants will be notified of decisions regarding their appeal in writing within fifteen (15) working days of their hearing date or the consideration of the written appeal letter, if no hearing is conducted.

K. **Tentative Timelines**

July 29, 2005	Release of RFP
August 5, 2005	**Bidders' Teleconference: 9:30 a.m. to 12:00 p.m.**
August 12, 2005	**Letters of Intent due by 5 p.m.**
September 6, 2005	**Proposals due by 5 p.m.**
September 30, 2005	Notification of Award Decision
October 7, 2005	**Appeals due by 5 p.m.**
October 14, 2005	Appeal Hearings
December 1, 2005	Contract period begins
December 31, 2010	Contract period ends

NOTE: **Interested parties are strongly encouraged to access the DHS website frequently for the most current information regarding this RFP, especially funding availability, timelines, and specifics related to the Bidders' Teleconference. Any and all revisions to the RFP will be posted on the DHS website at,** http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm

III. ADMINISTRATIVE AND PROGRAM REQUIREMENTS

Applicants must have the administrative ability to manage state contract funds and the technical expertise to successfully implement the proposed project activities. It is the experience of DHS/TCS that some applicants are unfamiliar with State procedures, requirements, and expectations. The following information is provided in order that the prospective applicants might assess their ability to enter into a binding contract with DHS/TCS.

1. The Contractor must expend funds in accordance with the negotiated line item budget. If changes in line items, salary ranges, or staffing patterns need to be made, the Contractor must request a budget revision or a contract amendment depending on what needs to be changed in the budget. DHS/TCS will determine whether or not to approve the requested budget revision or contract amendment.

2. The Contractor is reimbursed in arrears for actual expenses, which means the agency or individual incurs expenses and is then reimbursed by DHS/TCS. The Contractor submits a monthly invoice for expenses incurred in the previous 30 days and then the State has up to 30 days to pay prompt payment stamp recipients and up to 45 days to pay others. Therefore, the Contractor must be able to cover at least 45 to 60 days worth of project payroll, indirect expenses, operating expenses, and any expenses incurred by a subcontractor or consultant prior to reimbursement by the State. Additionally, the Contractor is to submit invoices to DHS/TCS in a timely manner to ensure: 1) prompt payment of expenses; and, 2) cash flow maintenance.

3. The Contractor must contact DHS/TCS if they are having difficulties implementing the SOW or needs to make changes in the approved activities. The agency must be aware that it is legally bound to deliver the services as stated in the SOW. This includes serving the number of people identified, conducting the stated number of activities, developing the identified educational materials, etc. If changes need to be made in the SOW, the Contractor must contact DHS/TCS to discuss the issue and request a SOW revision or a contract amendment depending on what needs to be changed in the SOW. DHS/TCS will determine whether or not to approve the request**. If contract deliverables, including Progress Reports, are not completed satisfactorily, DHS/TCS has the authority to withhold and/or recover payment of funds.**

4. The Contractor must comply with the Competitive Grantees Administrative and Policy Manual. This manual will be incorporated by reference into the contract and, as such, will be a contract document. The manual will be made available to the successful applicant.

5. The Contractor must to be knowledgeable of standard accounting and payroll practices including state and federal tax withholding requirements.

6. The Contractor must maintain accounting records that reflect actual expenditures including, but not limited to: accounting books, ledgers, documents, payroll records, including signed timesheets, etc., following standard accounting procedures and practices that properly reflect all direct and indirect expenses related to this Contractor. These records shall be kept and made available for three (3) years from the date of the final contract payment.

7. The Contractor must obtain an annual, single, organization-wide financial and compliance audit. DHS/TCS will reimburse the Contractor for its proportionate share of the audit expense.

8. The Contractor must obtain prior approval from DHS/TCS before it is reimbursed for any purchase order, subcontract, or consultant agreement costing $5,000 or more. Three (3) competitive bids may be required as well as other documentation of the bid process. This information along with the proposed subcontract or consultant agreement must be submitted to DHS/TCS for approval prior to reimbursement of such expenses.

9. The Contractor must designate a person within their agency or organization to sign payroll time sheets, requisitions, and invoices.

10. The Contractor must maintain accurate records regarding program implementation, which document the number of people served, materials developed, activities conducted, etc. These documentation records may include, but will not be limited to, logs, sign-in sheets, meeting minutes, survey, and evaluation data, etc. It is recommended that the Contractor set up documentation files by objective or major activities. Planning minutes, media outreach, and sign-in sheets, etc., should be filed in the objective-specific file as activities are completed. These records shall be kept and made available for three (3) years from the date of the final contract payment.

11. The Contractor must have sufficient personnel to submit to DHS/TCS timely, accurate, and complete progress reports every six (6) months using the forms and format provided by DHS/TCS.

12. The Contractor must have adequate personnel to insure timely submission of accurate invoices and maintain the fiscal integrity of the Contractor.

13. The Contractor and all subcontractors should be aware that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all Works created, produced, or developed under a contract funded from this RFP, whether published or unpublished. Appendix E contains the specific language that will be incorporated into the contract. The Contractor and subcontractors must comply with the Intellectual Property Rights language. Review Appendix E carefully. Changes to this language will **not** be negotiated.

14. Travel and per diem rates shall not exceed those amounts paid to State non-represented employees. Additionally, out-of-state travel is not reimbursable without prior written approval by DHS/TCS. Refer to Appendix F.

15. The Contractor shall hire program and fiscal/administrative staff with the appropriate training and experience to fulfill deliverables, as well as to fulfill payroll, accounting, and administrative procedures.

16. DHS/TCS may withhold payment of invoices for lack of documented and/or timely progress, as well as any non-compliance with contract requirements.

IV. REQUIRED COMPONENTS

Required Clearinghouse Components/Minimum Project Tasks (Scope of Work)

The following **seven (7)** components are required of the Clearinghouse. An eighth (8^{th}) Enhanced Services component is also required and is described in Section V.

The number of DHS/TCS-funded projects and subcontractors referenced in this section is based on current best estimates. There may be significant increases or decreases in the number of funded projects based on future funding availability in regard to the governor's annual budget. The applicant that is awarded this contract must be able to be flexible in responding to these types of changes.

In following the requirements of the seven (7) required Clearinghouse components, the Clearinghouse contractor is expected to work in collaboration with the DHS/TCS Library and Information Services Unit (LISU). The mission of LISU is to facilitate information management and dissemination within the California TCP and to improve access to information by DHS/TCS contractors, the public, and researchers through managing information technology, overseeing the development and management of all TCS websites, presenting information in graphical formats, offering a full-service library, managing DHS publications, and managing information and technology related contracts.

The seven (7) components described below are minimum project tasks required of the Clearinghouse contractor. These components must be included in the proposed Project Description and Scope of Work.

A. **Printing, Purchase/Access and Distribution of Materials**

1. The Clearinghouse contractor is to maintain an educational materials ordering and distribution system made available to approximately 250-400 DHS/TCS contractors, their subcontractors, schools, California state agencies, health care providers, and Medi-Cal plans ordering materials through the Office of Clinical and Preventive Medicine Website Health Communications Catalog (see http://www.dhs.ca.gov/ps/ocpm). Approximately 3,000-4,000 annual requests for materials should be anticipated, with two to three (2-3) million pieces shipped per year, including specialty items for the general public ordered through the AT Gear website (http://www.atgear.com/). The distribution system must be capable of warehousing 250-400 different items for bulk and individual purchase or access through an annual print sales catalog, a web-based catalog which accommodates the use of purchase orders, credit cards, and online payment systems, and a rapid response ordering system for high priority materials that need to be made available to DHS/TCS contractors to order prior to the printing of the next catalog. The catalog ordering and distribution system are to be made available to out-of-state agencies and the public.

2. In addition to the 250-400 items distributed through the catalog, the Clearinghouse contractor shall be responsible for the printing and distribution of a minimum of 20-30 specialty pieces throughout the contract term. These items may include brochures describing new state laws; collateral materials to support statewide campaigns (e.g., signs, stickers); reports; manuals; media materials (such as posters, video tapes, etc.); cessation materials; educational materials; promotional materials (t-shirts, hats, mugs); and other items as requested by DHS/TCS.

3. The Clearinghouse contractor shall be responsible for 6-12 bulk mailings annually. Mailings may be sent to 200 to 40,000 recipients (depending upon the audience the mailing is targeted to). Mailings may include DHS/TCS reports, educational packets, or Stop Tobacco Access to Kids Enforcement (STAKE) Act materials informing businesses and tobacco control constituency groups about new or existing State tobacco control laws. Audiences for the mailings may also include bar owners/managers, cigar manufacturers, parks and recreation officials, advertising companies, tribal casino owners/managers, housing authorities, apartment complex managers, event organizers, and health care service providers.

4. As directed by DHS/TCS, the Clearinghouse contractor shall be responsible for the following tasks specifically related to the purchase, access, and distribution of STAKE Act materials:

   - Monitor the STAKE Act statewide hotline number (1-800-5-ASK-4-ID) and respond to requests for educational materials. Mail requested materials to hotline callers (calls may range from under 100 to 1,000 annually according to the level of promotion of the hotline number). The Clearinghouse contractor will also be required to compile a list of all calls and to include this list in their progress reports. This list shall contain the date and time of the call; the caller's name, address, and phone number; and the materials requested with date sent, as well as any other comments.

   - Compile a list of all agencies who have ordered STAKE Act materials. This list shall be included in the Clearinghouse contractor's progress reports and shall contain the requester's name, agency, and address; the number and type of materials ordered; the date ordered; and the date the materials were shipped.

5. The Clearinghouse contractor shall be responsible for housing camera-ready artwork and video masters, including copyright documentation and historical information, from DHS/TCS-funded projects and maintaining both digital and hard copy files.

6. The Clearinghouse contractor shall be responsible for abstracting journal articles of interest to tobacco control and distributing abstracts of these articles through a list serve to DHS/TCS-funded LLAs, community-based projects, and DHS/TCS staff. The Clearinghouse contractor shall distribute full-text journal articles to the abstract recipients who request them.

7. The Clearinghouse contractor is to serve as a materials distribution house for the tobacco cessation Quit Kits ordered through the California Smokers' Helpline. The California Smokers' Helpline is funded by DHS/TCS to provide free and effective tobacco cessation services to all California residents. Callers to the Helpline may receive counseling services, be referred to a local tobacco cessation provider in the caller's geographic area, or request self-help Quit Kits. (Currently, the Helpline disseminates approximately 200-300 Quit Kits per day and averages 3,000-3,500 calls per month. The request rate for the kits is fairly level throughout the year. Each completed Quit Kit weighs an average of 6.9 ounces [oz.] and the Helpline currently spends about $130,000 per year on postage and materials for the mailings.)

   The Clearinghouse contractor shall: 1) maintain sufficient inventories of materials required for compiling the Quit Kits; 2) interact with printing houses to ensure an adequate supply of materials is on hand at all times; 3) accurately assemble, address, and mail (first class postage) within 24-hour turn-around time, customized Quit Kits that address the specific issues of the recipient; 4) communicate with the computerized database of the Helpline at least once per day to download requests and to fulfill orders; 5) maintain the confidentiality of the database and ensure that the data is purged on a weekly basis; and 6) provide a computerized daily feedback loop with the Helpline on materials disseminated and documentation of mailing dates and the average turn-around times for the mailings.

B. **Educational Information Materials Review and Catalog Production**

The Clearinghouse contractor shall:

1. **Catalog Materials**:

   Through the sales catalog, provide and distribute in a cost-efficient manner educational materials that have been reviewed by and that meet the standards of a Statewide Materials Review Committee (MRC) and DHS/TCS staff. DHS/TCS specialty Workgroups may be utilized to review Workgroup-related materials (see Appendix A for information on DHS/TCS Workgroups). Provide a list of materials recommended for removal from the catalog, and a list of perceived material gaps to DHS/TCS annually. Prior to sending the catalog to print, DHS/TCS must approve the list of all new items to be included in the catalog.

2. **Review Committee and Ad Hoc Review Groups**:

   Establish and maintain an ethnically and geographically diverse expert MRC to review and prioritize educational, resource, and promotional materials. Resumés, curriculum vitae, or a proposal must be solicited to determine the expertise of reviewers. The MRC is to be established for, and includes expertise from, the following areas: 1) SHS; 2) access to tobacco; 3) countering pro-tobacco influences; 4) alternative tobacco and nicotine maintenance products; and 5) cessation. The MRC must maintain a minimum of fifteen (15) DHS/TCS-approved members with documented expertise in their particular area. Review committee members may be volunteers or receive stipends. If face-to-face meetings are conducted the Clearinghouse contractor shall provide travel and lodging for the reviewers. The MRC meetings are to be convened twice per year in a geographically convenient location for the reviewers to travel, or be convened via teleconference, video conferencing, or web meeting.

   The MRC shall review materials generated from DHS/TCS-funded projects, their subcontractors and mini-grantee recipients, as well as materials generated from other state and national sources for possible statewide distribution through the sales catalog or the rapid response system. In addition, the MRC shall make recommendations to update the catalog and remove outdated and seldom-used materials.

   Ad hoc review groups shall be convened for the purpose of making final recommendation on selected materials that need further expert review on a specific topic or audience. Ad hoc reviewers should be selected based on the particular need and be recruited through DHS/TCS-funded projects, in addition to outside experts.

   DHS/TCS will review all MRC recommendations and make the final decision as to how materials should be distributed. The Clearinghouse contractor shall provide the local contractor who developed the reviewed educational, resource, or promotional material a written summary of the distribution decision with the MRC's comments within 45 days of the final DHS/TCS decision. An efficient process for materials review, from receipt to inclusion in the catalog, must be established.

C. **Educational and Informational Materials Development**

The Clearinghouse contractor shall:

1. Provide DHS/TCS technical assistance, formative development work, and production of educational materials to: 1) support statewide services, such as the California Smokers' Helpline; 2) promote new statewide campaigns; and 3) promote compliance with new state tobacco control laws. The

Clearinghouse contractor shall provide focus group and pilot testing of educational materials, translation services, graphic design, production, and mass distribution services.

2. Create and disseminate a minimum of one to three new tobacco education materials annually during the 61-month contract. These will be identified by DHS/TCS during the contract term. These materials may include brochures, posters, signs, or kits addressing new state tobacco control laws or other tobacco control topics. It is anticipated that the Clearinghouse contractor may need to subcontract services for education materials development to adequately address ethnic and cultural issues relevant to priority target populations.

3. Compile, format, and/or update educational kits on an ongoing basis (2-3 times per year) in support of funded projects, DHS/TCS staff needs, DHS/TCS Workgroups, statewide initiatives, and out-of-state requests. Kits may include brochures, fact sheets, talking points, and article reprints. It is anticipated that during the term of this contract educational kits on the following topics may be compiled, formatted, and/or updated: 1) smoke-free multi-unit housing; 2) cessation; 3) smoke-free tribal casinos and recreational facilities on Indian lands; 4) outdoor tobacco smoke; 5) the STORE Campaign; 6) Communities of Excellence (CX) in Tobacco Control; 7) Project SMART $ (Sponsorship Mission: Avoid Reliance on Tobacco) Money; and 8) any other topic deemed necessary by DHS/TCS. Kits will be developed in close partnership with DHS/TCS and other statewide contractors.

4. Subcontract or consult for paid translation of educational materials, survey instruments, fact sheets, etc., as directed by DHS/TCS. It is expected that three to four (3-4) items will be translated annually into Spanish, Vietnamese, Cantonese, Mandarin, Korean, Cambodian, Laotian, and other languages.

D. **Tobacco-Related Education and Materials Database/Resource Collection**

The Clearinghouse contractor shall perform the following functions:

1. **Resource Center**:

   Promote, manage, and maintain a Resource Center in a location geographically accessible to DHS/TCS contractors. The Resource Center is to consist of a minimum of 22,000-25,000 relevant resources related to tobacco education, including but not limited to videos, reference materials, curricula, monographs, audiovisual materials, journals, articles, brochures, pamphlets, kits, promotional and incentive items, media resources, etc. Procedures must be designed in conjunction with DHS/TCS to determine acquisition and placement of materials (whether for archival, Resource Center placement only, or for circulation) and for periodically culling the collection.

The Resource Center is primarily for the use of DHS/TCS contractors. Efforts to increase usage of the Resource Center are highly desirable.

2. **Lending Library**:

   Promote, manage, and maintain library services within the Resource Center, including circulation of a minimum of 14,000 materials, such as videos, curricula, displays, reference, and referral. The circulation catalog will be available on the Clearinghouse website. The lending library will manage circulation services for DHS/TCS-funded projects and their subcontracts. The current contractor, ETR Associates, receives more than 100 circulation requests annually and circulates approximately 200 items annually in response to these requests. The lending library services shall only be available to DHS/TCS contractors. Efforts to increase use of the lending library services are highly desirable.

3. **Copyright/out-of-state requests**:

   Collaborate with DHS/TCS to develop clear and efficient policies and procedures that include cost recovery for responding to requests by DHS/TCS contractors, California organizations that are not DHS/TCS contractors, out-of-state agencies and federal agencies who want to use or adapt materials produced by DHS/TCS-funded agencies.

4. **Research**:

   Respond to 200-350 ready-reference and referral requests from DHS/TCS and its contractors (requiring less than one hour each) and to 100-200 more in-depth literature search requests (requiring from one to several hours each). Resource Center staff must have thorough knowledge of searching the Internet and using resources such as MEDLINE, TTAC Exchange, Center for Tobacco Cessation E-News, and JoinTogether.

5. **DHS/TCS Library**:

   Collaborate with DHS/TCS staff to support and maintain its library containing approximately 5,000 materials housed at DHS/TCS for the purpose of having copies of reference and historical materials available for immediate use by DHS/TCS staff. DHS/TCS and Clearinghouse staff will be jointly responsible for creating bibliographic records maintained in a web-based InMagic catalog available to DHS/TCS contractors, DHS/TCS, and the Tobacco Control Evaluation Center. The DHS/TCS library contains a vertical file system that includes: a) support materials and documents pertaining to tobacco issues; b) current scientific literature; c) state documents; and d) other materials as appropriate. All resource library materials are to be sorted by categories (vertical file, surveys, general reference, other states) and filed accordingly.

In coordination with DHS/TCS, the Clearinghouse contractor will integrate archival materials into the DHS/TCS and Clearinghouse resource library collections. The Clearinghouse contractor shall collaborate with DHS/TCS staff to organize and maintain other collections such as materials produced by the Statewide Media Campaign.

6. **Database Maintenance**:

   Maintain an InMagic database of all educational, media, and resource materials collected in the two (2) Resource Libraries, one managed by the Clearinghouse contractor, and the other located at and managed by DHS/TCS. The bibliographic database format will at a minimum include: 1) type/format of material; 2) an annotated description; 3) suggested use; 4) intended target audience; 5) language(s); 6) reading level; 7) key words; 8) price; and 9) availability. The database will be updated monthly. The current database contains just under 16,000 records (approximately 11,000 records with the Clearinghouse and 5,000 records with DHS/TCS), with approximately 2,000 records added annually. Please note DHS/TCS is currently working with Florida State University, Center for Information, Training, and Evaluation Services (FSU/CITES) to: publish the current TECC InMagic catalog to the web with forms for data entry, searching and reports; improve user access screens; create a solution to upload and manage PDF files; and create a script that will translate PubMed records and import them into the InMagic database. This system will be hosted on the FSU/CITES server until June 30, 2006. After that point, the system will need to be transferred and hosted on a Clearinghouse-maintained server with access by DHS/TCS and Clearinghouse staff.

E. **Educational Materials Technical Assistance**

Provide technical assistance related to educational materials development to DHS/TCS and DHS/TCS-funded projects. The technical assistance should include how to develop, field test, evaluate, and assess appropriate educational materials for use in targeted communities. Technical assistance/consultation should occur via face-to-face meetings/presentations, long-distance learning methods, phone, and e-mail. A minimum of 150 contacts should be anticipated annually.

1. All DHS/TCS-funded projects are required to contact the Clearinghouse prior to developing any new materials to verify that such materials do not already exist nor are in the process of development. If the Clearinghouse contractor perceives that a DHS/TCS contractor is developing material that already exists, the Clearinghouse shall request that the DHS/TCS contractor contact DHS/TCS for direction. The Clearinghouse contractor shall collaborate with DHS/TCS on the establishment of a process and monitoring system to ensure

tracking of materials development, technical assistance provided, and comments from the Materials Review Committee or the ad hoc review group.

2. The Online Tobacco Information System (OTIS) contains the majority of local tobacco control plans submitted to DHS/TCS. This system provides a means for the Clearinghouse contractor to proactively identify educational, promotional, incentive, and media materials to be developed by local contractors and offer them technical assistance prior to development of materials. (A sample OTIS Scope of Work Materials Report appears in Appendix M.) Through the use of OTIS reports, the Clearinghouse contractor shall proactively identify and contact DHS/TCS-funded projects to identify and provide technical assistance to those that are developing new educational, incentive, and promotional materials. The OTIS reports are available for the 61 LLAs, and, over the course of the next year, should also be available for many competitive grantees.

3. The Clearinghouse contractor shall conduct an annual online needs assessment of training and technical assistance needs related to educational materials development. The Clearinghouse contractor shall provide the results of the needs assessment to DHS/TCS within 30 days, and provide appropriate assistance to the DHS/TCS-funded contractors identified.

4. The Clearinghouse contractor shall be responsible for responding to 50-100 annual reference and referral requests related to materials development (including some in-depth searches) from DHS/TCS-funded projects.

F. **Websites**

The Clearinghouse contractor shall perform the following:

1. Clearinghouse Website: Manage a Clearinghouse website that includes both public and password protected components. Management of this website is to include promotion of the public website primarily to public health agencies, health care providers (including Medi-Cal Managed care plans), and California schools. This may include direct mail promotions and participation at national conferences. More limited promotion of the website to the public through low cost/no cost means may be conducted. Regular monitoring of website utilization is to be performed in addition to periodical modification of promotional activities to ensure appropriate levels of utilization of all services.

   a. The public website shall include a searchable sales catalog with on-line ordering services that will permit individual and bulk ordering of educational and promotional items. Payment options must provide for a secure site that permits payment using an on-line payment system such as PayPal, a credit card, and purchase orders and allow for the collection of appropriate shipping and handling fees and state sales taxes. On a yearly basis, roughly 3 million pieces will be shipped and an estimated 6,300 orders will be processed (an average of 525 orders per month).

b. The password protected website component shall be available only to DHS/TCS contractors and subcontractors and include the ability to: 1) request technical assistance with materials development; 2) make reference requests; and 3) order materials from the Resource Library for loan. DHS/TCS anticipates that aggressive marketing of the services to DHS/TCS contractors is needed to increase their usage.

2. Upgrade/Maintain/Host Seven (7) Websites in Collaboration with DHS/TCS:

   a. Background: In addition to the Clearinghouse website, there are seven (7) websites that were designed, built, and maintained by the current DHS/TCS Clearinghouse and Public Relations contractors over the past 15 years, with six (6) being launched within the last three years. It is DHS/TCS' intent to consolidate administration, management, maintenance, and hosting of these websites under one contract with coordination of these functions provided by DHS/TCS. DHS/TCS is in the process of conceptualizing a portal concept that may further impact the consolidation of these websites and other DHS/TCS-related websites that serve business functions (e.g., the Local Programs Evaluator Project Directory, OTIS) over the next two years.

   b. Roles: Of these seven (7) existing websites, the Clearinghouse contractor shall have primary responsibility for the design, administrative functions, maintenance, and hosting of four (4) of them (i.e., STORE, LWP, C-STATS and CODE). With regards to the other three websites (PARTNERS, TobaccoFreeCA and AT Gear), DHS/TCS staff or the Public Relations contractor shall have primary responsibility for the design, administrative functions and maintenance of the websites with the Clearinghouse contractor hosting these three websites on a server that provides DHS/TCS and the Public Relations Contractor access for the purposes of modifying the design of the website, conducting administrative functions, and conducting periodic maintenance. Additionally, the Clearinghouse contractor shall provide back-up administrative functions to DHS/TCS and the Public Relations contractor related to these websites in the absence of the DHS/TCS or Public Relations contractor staff (e.g., during vacations or if positions become vacant). The Clearinghouse contractor will also have responsibility for managing the fulfillment functions of the AT Gear site.

      1) The Clearinghouse contractor shall conduct an assessment of each website and prepare a report with recommendations for improving the various websites in terms of usability, functionality, search capabilities, and maintenance features. The assessment shall include reviewing

the websites and soliciting input from users and DHS/TCS. The assessment and report shall be completed within the first three months of the contract.

2) The Clearinghouse contractor shall develop a maintenance schedule in collaboration with DHS/TCS for each website which will delineate roles and responsibilities for the Contractor, DHS/TCS content experts, and other statewide contractors who may be impacted, (e.g., the public relations contractor).

3) The Clearinghouse contractor shall develop and disseminate processes and procedures for the addition or removal of information from the websites in-between regular maintenance periods which will identify steps for submission, DHS/TCS approvals, and timelines. These should be developed within six months of the contract start-up.

4) The Clearinghouse contractor shall provide periodic trainings that include an evaluation component to DHS/TCS contractors and law enforcement agencies on the use of websites (e.g. CODE) through cost-effective means such as web meetings.

c. Website Descriptions: Following is a brief description of each website, roles, and an analysis of the functionality of the websites. This analysis was conducted by DHS/TCS and Clearinghouse (ETR Associates) staff in June 2004. The rating scale for organization and layout/attractiveness was on a scale of 1 to 5 with 1 being "poor" and 5 being "good".

1) STORE (Strategic Tobacco Retail Effort) Campaign:

a) Purpose: This website was created to support implementation of the STORE Campaign by DHS/TCS contractors. The STORE Campaign is a comprehensive and unified campaign aimed at addressing both the retail sale and marketing of tobacco. The Campaign seeks to decrease the availability of tobacco, illegal tobacco sales, and marketing practices that reinforce tobacco use as a social norm or which undermine cessation efforts by tobacco users. The website was launched in 2001.

b) Target Populations: DHS/TCS contractors.

c) Features: Electronic toolbox that provides a one-stop shopping source for advertisements (ads), case studies, checklists, enforcement guidelines, exercises and worksheets, focus group materials, merchant education materials, PowerPoint presentations, sample forms, sample letters, sample opinion editorials, sample policies, survey instruments, survey protocols, tip sheets, fact sheets, talking points, manuals, training materials, checklists, presentations, reports, and charts. Additionally, the website includes a source for identifying upcoming trainings and presenter training materials, a place to upload timely news articles and success stories related to the retail environment, and links to other sites.

d) Interactive: Limited. Most resources are housed on the site in PDF or MS Word format. Links to online resources are available.

e) Searchable: Search function is very limited. It is by resource topic from a menu and then you are routed to a general area of a PDF file.

f) Password Protected: Yes.

g) Organization: (Rating: 2) Organized around implementation of specific campaign steps. Identifying the location of specific content (e.g., enforcement) is not intuitive. There is no site map.

h) Layout/Attractiveness: (Rating: 3.5) Each section includes a brief overarching summary of that section, quick links to all the tools in that section, and a link to key summary points for that section.

i) Clearinghouse contractor role: Design, administrative functions, maintenance, and hosting.

j) Address: http://www.tecc.org/store

2) LWP (Smoke-free California: Where We Live, Work and Play):

a) Purpose: This website was created to serve as the primary informational resource for relevant and essential secondhand smoke information, such as current science/research, educational materials, policies, media, documents to counter the tobacco industry's claims, sample workplans, and enforcement models. Launched in 2004.

b) Target Populations: DHS/TCS contractors.

c) Features: Portal for SHS information and links to current news articles are featured prominently.

d) Interactive: Has an order form that automatically pops up and populates when a resource is available from TECC. Most resources are housed on the site in PDF file or MS Word format. Links to online resources are available.

e) Searchable: Yes.

f) Password Protected: Yes.

g) Organization: (Rating: 5) This site is organized into high-level categories (Live, Work, Play) that are also broken down by topic. The resources are coded into each category and topic as well as by CX Indicator. The site is easy to navigate and a site map is available.

h) Layout/Attractiveness: (Rating: 5) Not cluttered, font is clean.

i) Clearinghouse contractor role: Design, administrative functions, maintenance, and hosting.

j) Address: http://webtecc.etr.org/lwp

3) C-STATS (County and Statewide Archive of Tobacco Statistics):

a) Purpose: This website was created as a result of findings from the 2001 implementation of CX, which identified that local tobacco control projects had difficulty identifying local tobacco control data. This website was created to provide access to a wide variety of data and evaluation resources including comparisons of local and statewide data, publications, and other resources. Launched in 2003.

b) Target Populations: DHS/TCS contractors, local program evaluators, research scientists, and the public.

c) Features: Interactive component which permits users to select a data type and obtain data for one or more counties. The site also includes resources such as fact sheets, reports and data collection instruments. There is interest in improving the organization of this website, expanding the data collection instrument component and collaborating with the Tobacco Evaluation Center on this effort.

d) Interactive: A portion of the site is interactive. There is interest in incorporating “graphing on the fly” capabilities.

e) Searchable: No.

f) Password Protected: A portion of the site is password protected.

g) Organization: (Rating: 4) The “View by Data Type” section of the website is well organized and logical. The “Resources” section of the website and particularly the “Resources for Funded Projects” component lacks a systematic ordering scheme. There is a site map.

h) Layout/Attractiveness: (Rating: 4) Simple and professional. Reports are easy to view and reports can be formatted in html, MS Excel, or PDF file.

i) Clearinghouse contractor role: Design, administrative functions, maintenance, and hosting.

j) Address: http//www.cstats.info

4) CODE (California Online Database for Enforcement):

a) Purpose: CODE is a state-of-the art, efficient data management system that standardizes and streamlines data collection across DHS/TCS-funded projects and their law enforcement partners. Standardizing how information is collected enables local projects, enforcement agencies, and DHS/TCS to generate a variety of data reports. This is expected to improve coordination and collaboration; prevent duplication of effort; facilitate tracking of program implementation; help identify resource and training needs; and aid in determining what programs work. There is interest in expanding CODE’s capability to track and compile data related to retailer licensing.

b) Target Populations: Local agencies with statutory authority to enforce tobacco control laws.

c) Interactive: Yes. Users enter information about establishments or areas where inspections were conducted and the outcome of that inspection.

d) Searchable: Has the ability to search a variety of fields and generate reports.

e) Password Protected: No.

f) Organization: Not rated. Clear, logical sequencing of data collection. No site map.

g) Layout/Attractiveness: Not rated. Clear layout with drop down menus and radio buttons to decrease the burden of data entry.

h) Clearinghouse contractor role: Design, administrative functions, maintenance, and hosting.

i) Address: http://webtecc.etr.org/code/

5) PARTNERS (Policy, Advocacy, Resources, Tobacco Network Education Response System):

a) Purpose: PARTNERS is a statewide electronic communication system that links DHS/TCS, its contractors, and other major tobacco control constituency groups through a password protected website.

b) Features: The website has approximately 650 subscribers. Features include a weekly electronic TCS newsletter, a strategy exchange, approximately 15 other topical searchable conference rooms, the ability to upload and download documents, links to rosters, manuals and other websites, and administrative utilities to change passwords, update profiles, and register new users. Since 1994, technical assistance and administrative support for PARTNERS have been provided by the Clearinghouse contractor. DHS/TCS intends to bring administration, maintenance, and help desk services related to the site in-house.

c) Interactive: Online forms (user registration, change-of-address, calendar submissions), event registration forms, and online surveys. A bulletin board system permits projects to network and share campaign successes and barriers by posting and responding to notes posted by others. There is also the ability to post and download documents.

d) Searchable: Key word search of TCS updates by year.

e) Password Protected: Yes.

f) Organization: (Rating: 4) - Main resources all available from the main page. Novice users may have difficulty locating older resources via search feature.

g) Layout/Attractiveness: (Rating 3.5) - Simple layout, few graphics which facilitates ease of loading/navigation. In the past, users have indicated a preference for links on the main page (disliking excessive “drill-down”).

h) Clearinghouse contractor role: Host PARTNERS on an Internet Service Provider which provides a secure site and which is accessible to the DHS/TCS Web Coordinator to administer and maintain. Provide back-up to the DHS/TCS Web Coordinator on maintenance when the DHS/TCS Web Coordinator is on leave, involved with other major projects at DHS/TCS, or if the position should become vacant during the recruitment period. Back-up duties will include compiling the weekly TCS Update newsletter from information submitted by DHS/TCS staff, routing it electronically to DHS/TCS management for approval, and posting the newsletter on Mondays; sending out e-mail blasts to PARTNERS users; adding or removing users from the system; and providing help desk services. Reference staff shall monitor the strategy exchange on a weekly basis and post responses referring local projects to Clearinghouse resources as appropriate.

6) TobaccoFreeCA

a) Purpose: This website provides the general public with information, tools and a forum to speak out against tobacco use. Number of hits per month fluctuates according to media campaign advertisements (in 2004, the number of hits per month ranged from 50,000 to 250,000).

b) Target Populations: All Californians.

c) Features: This website includes television ads, message boards, e-cards, tobacco toll meter, tips to help loved ones quit smoking, downloads (e.g., wallpapers, buddy icons), success stories, tips on how to advocate for tobacco control in the community, links to additional resources, and online shopping for anti-tobacco use gear (e.g., t-shirts, mugs, hats). Launched in 2004. Robust and efficient streaming capability is required to enable playing multimedia content/ads in different formats (Quicktime, Windows Media Player and Real Player are current options).

d) Interactive: Message boards.

e) Searchable: No.

f) Password Protected: Message board has a login/password protected area.

g) Organization: (4) User friendly navigation. There is a site map.

h) Layout/Attractiveness: (5) Simple layout and graphics.

i) Clearinghouse contractor role: Hosting (including provision of adequate bandwidth to coordinate with web traffic during advertising flights) and backup administrative functions.

j) Address: http://www.tobaccofreeca.com

7) AT Gear:

a) Purpose: The purpose of this website is to provide a vehicle to the public to purchase clothing, hats, mugs, and other items with an anti-tobacco use message. Items available on the AT Gear website are non-Clearinghouse catalog items.

b) Target Populations: Young adults.

c) Features: Sales catalog, shopping cart, purchases using major credit cards, or online payment systems. Music plays in background. Launched in 2004.

d) Interactive: Yes. Online shopping and monthly contest to win gear based on submission of a 100 word essay.

e) Searchable: No.

f) Password Protected. No.

g) Organization: Not rated. Simple organization, easy to navigate and find different types of products to order.

h) Layout/Attractiveness: Not rated. Layout and music appealing to young adults.

i) Clearinghouse contractor role: Fulfillment of orders (cyclical/varied sales patterns). In 2004, the site had 65 sales per month on average, with a maximum fulfillment/order of 300 in June 2005. Currently utilizes proprietary fulfillment software that includes 128-bit encryption for online order processing and credit card authorization. Sales/fulfillment data must be kept in a relational database management system that is password protected with very limited user access. Data shall be stored in a robust firewall-protected server, with administrative access only available within the host network. It is critical that all back-end data is protected and that transactions are secure utilizing Secure Socket Layer (SSL) encryption. Vendor shall follow current industry security standards for e-commerce, and provide hosting and back-up administrative functions.

j) Address: http://www.atgear.com/

G. **Evaluation Reports**

1. The Clearinghouse contractor is responsible for developing a minimum of two (2) case studies or reports related to innovative services provided by the Clearinghouse which may have national implications or which demonstrate the value of one service provided by the Clearinghouse in improving the quality of educational materials developed by local projects, or improving interventions through access to research and dissemination of reports.

2. The Clearinghouse contractor is to conduct process activities that document the quantity of service provided/utilized and by whom. Additionally, customer satisfaction with Clearinghouse services should be assessed periodically.

V. ENHANCED SERVICES COMPONENT

Enhanced Services Component

In addition to the required seven (7) components described in Section IV, the applicant shall propose to: 1) implement an additional, eighth (8th) component labeled "Enhanced Services" that will incorporate a new service to enhance the overall quality, delivery, and impact of Clearinghouse services; **or** 2) supplement any or all of the required seven (7) components with additional "enhancement" activities, at the discretion of the applicant, that will improve upon the quality and/or delivery of required Clearinghouse services. DHS/TCS will make up to $1,000,000 available for the entire contract period to fund approved enhancement services or activities.

The agency's proposed enhancement services shall have as their main purpose any or all of the following: 1) expand access to information relevant to tobacco control work; 2) improve efficiency of service delivery; 3) strengthen and expand the delivery of technical assistance to DHS/TCS-funded projects; and/or 4) increase marketing and promotion of Clearinghouse services to DHS/TCS-funded projects. The Project Narrative section must clearly describe the type of enhancement service or activities proposed, the scope of the service/activities, the individual(s) responsible for delivering or performing the service/activities, and the expected outcome of the service/activities. The description of the enhancement service or activities in the Project Narrative must clearly delineate these services or activities from those that are required by DHS/TCS. The enhancement services or activities described in the Project Narrative section must also be clearly reflected in the proposed SOW and Budget Plan.

Subcontractors or consultants may be used to perform the enhanced services or activities. The Project Narrative must clearly demonstrate the work that the subcontract/consultant will perform and who will provide oversight to ensure that the work is conducted and completed in a satisfactory manner.

VI. PROPOSAL INSTRUCTIONS

A. General Instructions

1. **READ ALL INSTRUCTIONS CAREFULLY**. Re-check the proposal to ensure completeness.

2. The applicant must demonstrate an understanding of the services to be delivered under the intended contract, the capacity of the agency to carry out the services, and the ability to design and carry out efficient services that are reasonably budgeted. **Do not assume that**:

   a. the reviewers have prior knowledge of the history of the agency or previous tobacco control programs/clearinghouse services administered by the agency, or

   b. the reviewers understand the complexities involved in organizing and operating a statewide clearinghouse/resource center.

3. **DO NOT PROVIDE ANY MATERIALS THAT ARE NOT REQUESTED**. Any materials submitted that are not requested under this proposal will be discarded prior to proposal review, including pages that go over the maximum number in specified sections with page limitations.

4. Number each page of the proposal consecutively.

5. The font size for the Scope of Work, Attachment 8, shall be no less than nine (9) characters per inch. The font size for all other documents in the proposal is to be no less than twelve (12) characters per inch; and margins shall be no less than one-half inch.

6. Securely staple the proposal in the upper left corner. Folders and binders are **not** desired and **will be discarded.**

7. Attachments 1, 10, and 11 require a signature by the person authorized to legally bind the agency to the commitment outlined in the proposal. **Allow enough time to obtain these required signatures.**

8. Clearly indicate **"Tobacco Education Clearinghouse of California, TCS 05-45867"** on the outside of the mailing envelope.

B. **Organization of the Proposal**

Present the components of the proposal in the order listed below using the instructions provided on subsequent pages to complete each area.

✍ 1. Proposal Cover Sheet (Attachment 1)

2. Table of Contents (Attachment 2)

3. Proposal Checklist (Attachment 3)

4. Agency Contact Information Forms

   a. Contact Information Form (Attachment 4)
   b. Project Director Form (Attachment 5)
   c. Fiscal Contacts Form (Attachment 6)
   d. Official Agency Signatory Form (Attachment 7)

5. Agency Capability (No Attachment**, 15 Page Limit, not including the three (3) letters of reference.**)

   a. Background
   b. Clearinghouse Experience
   c. Personnel Programmatic and Fiscal/Administrative Experience
   d. Organizational Startup
   e. Equipment Availability
   f. Computer Hardware/Software Minimum Specifications (Attachment 12)
   g. Letters of Reference (**3 letters required**)

6. Project Description and SOW

   a. Project Narrative (No Attachment-**15 Page Limit**)
   b. Organization Charts (No Attachment)
   c. Scope of Work (Attachment 8)

7. Budget Justification/Budget (No Attachment)

8. Additional Required Forms

✍ a. Certification of Non-Acceptance of Tobacco Funds (Attachment 11)
b. Current and Anticipated Incoming Funds (Attachment 9)
c. Computer Hardware/Software Minimum Specifications (Attachment 12)
✍ d. Agency Documentation Requirements (Attachment 10)
e. Proof of Non-Profit Status (No attachment provided)

✍ **Denotes the document requires a signature by the person authorized to bind the agency. Carefully read the documents and allow time to obtain the required signatures.**

C. **Proposal Requirements**

1. **Proposal Cover Sheet (Attachment 1)**

Item 1: Enter:

- The **legal** name of the agency
- The project name, Tobacco Education Clearinghouse of California, has already been entered for you.
- Enter the mailing address that will appear on any subsequent agreement.
- Enter the name of the county in which the applicant's primary headquarters is located.
- Enter the contact person's name, phone number, fax number, and e-mail address.
- Enter the federal taxpayer's identification number of the agency.

Item 2: Indicates the RFP name and number.

Item 3: Indicates the term of the contract (61 months: 12/01/05 - 12/31/10).

Item 4: Enter the budget amount proposed for the **entire contract term.**

Item 5: The agency official authorized to legally bind the agency to the commitment outlined in the proposal must sign and date the certification statement provided. Also print the name and title of this individual.

2. **Table of Contents (Attachment 2)**

Proposals must have a table of contents which references section page numbers. Proposal sections must be presented in the sequence shown on the Proposal Checklist (Attachment 3).

3. **Proposal Checklist (Attachment 3)**

The items included on the checklist are **required** to be submitted as part of the proposal and must be presented in the order noted on this form. **If any items are omitted from the proposal, the proposal will be considered incomplete and out of compliance with this proposal and will not be reviewed**. Complete the attached proposal checklist to ensure that all proposal attachments and required components are included.

NOTE: The checklist is for your use to ensure a complete package. You are not required to submit the checklist as part of the actual proposal.

4. **Agency Contact Information Forms**

Applicants must complete and submit Attachments 4 through 7. Applicants should download the forms from the DHS website at: http://www.dhs.ca.gov/tobacco/html/requestforapplicatons.htm

a. **Contact Information Form (Attachment 4):**

The purpose of this form is to collect general information about your agency, which will be used in preparation of the contract, if awarded. Please complete the form as follows:

1) **Agency Name**: Enter the ***legal*** name of your agency. This is the name that will be used on all contractual documents.
2) **Project Name:** Tobacco Education Clearinghouse of California (TECC) has been entered for you.
3) **Contract Number:** 05-45867 has been entered for you.
4) **Federal ID Number:** Enter your complete federal taxpayer's identification number.
5) **Contract Amount:** Enter the total budget amount proposed for the entire contract term.
6) **Project Type:** Statewide Clearinghouse has been entered for you.
7) **Contract Term:** 12/1/05 - 12/31/10 has been entered for you.
8) **Health Jurisdiction:** "Statewide Clearinghouse" has been entered for you.
9) **Region: "**Statewide Clearinghouse" has been entered for you since this project serves all areas of the state.
10) **P.O. Box:** Enter a P.O. Box (if applicable), where routine mail will be delivered.
11) **Street Address1:** Enter a physical street address that can be used for overnight mail deliveries.

12) **Street Address2:** Use this line to enter a room number, building name, etc., that may apply to the information provided in Street Address1 above.
13) **City/State/Zip:** Enter the appropriate information related to the address where routine mail will be delivered.
14) **Phone/Fax:** Enter the agency's general phone and fax numbers.
15) **Web:** If your agency has a web page, please enter the web address.
16) **E-mail:** If applicable, enter a generic agency e-mail address for the contact.

b. **Project Director Form (Attachment 5):**

A Project Director position is required for this RFP. This form collects information specific to the Tobacco Control Project Director. The individual listed as the Project Director will receive all program and administrative mailings from DHS/TCS. This individual is responsible for directing the mailings to appropriate staff and subcontractors. Provide the information below for the Project Director. If the Project Director does not provide day-to-day management of the Clearinghouse services, then also provide information for the Primary Tobacco Control Contact. If they are the same person, check the box in the "Primary Tobacco Contact" column and do not complete the second column. Please complete the form as follows:

1) **First Name:** Enter the first name of the individual.
2) **Last Name:** Enter the last name.
3) **Title:** Enter the position title, as it will be used in the SOW "Who Is Responsible" column and in the Budget Justification.
4) **P.O. Box:** Enter a P.O. Box (if applicable), where routine mail will be delivered.
5) **Street Address1:** Enter a physical street address that can be used for overnight mail deliveries.
6) **Street Address2:** Use this line to enter a room number, building name, etc., that may apply to the information provided in Street Address1 above.
7) **City/State/Zip:** Enter the appropriate information related to the address where routine mail will be delivered.
8) **E-mail:** Enter a current e-mail address.
9) **Phone/Fax:** Enter the direct phone and fax numbers.

c. **Fiscal Contacts Form (Attachment 6):**

This form is used to collect information about the agency fiscal officer and the day-to-day fiscal contact for the Clearinghouse project.

1) **First Name:** Enter the first name of the individual.

2) **Last Name:** Enter the last name.
3) **Title:** Enter the position title.
4) **P.O. Box:** Enter a P.O. Box (if applicable), where routine mail will be delivered.
5) **Street Address1:** Enter a physical street address that can be used for overnight mail deliveries.
6) **Street Address2:** Use this line to enter a room number, building name, etc., that may apply to the information provided in Street Address1 above.
7) **City/State/Zip:** Enter the appropriate information related to the address where routine mail will be delivered.
8) **E-mail:** Enter a current e-mail address.
9) **Phone/Fax:** Enter the direct phone and fax numbers.

d. **Official Agency Signatory Form (Attachment 7):**

This form collects contact information on the Official Agency Signatory, who has authority to sign for the agency. Additionally, this person will appear as the signature on the contract, if awarded. This person will receive correspondence regarding contractual documents. Please complete the form as follows:

1) **First Name:** Enter the first name of the individual.
2) **Last Name:** Enter the last name.
3) **Title:** Enter the position title.
4) **P.O. Box:** Enter a P.O. Box (if applicable), where routine mail will be delivered.
5) **Street Address1:** Enter a physical street address that can be used for overnight mail deliveries.
6) **Street Address2:** Use this line to enter a room number, building name, etc., that may apply to the information provided in Street Address1 above.
7) **City/State/Zip:** Enter the appropriate information related to the address where routine mail will be delivered.
8) **E-mail:** Enter a current e-mail address.
9) **Phone/Fax:** Enter the direct phone and fax numbers.

5. **Agency Capability (No attachment provided) (Maximum of 15 pages) (40 points)**

<u>Criteria</u>:

Funding preference will be given to those agencies which:

- Demonstrate at least three (3) years experience providing the following clearinghouse services to a broad audience such as those agencies listed in this RFP: 1) materials development (including initial development, focus group testing, ensuring cultural and literacy level appropriateness, and providing or acquiring translation services); 2) timely and efficient printing, warehousing, mailing, and distribution services; and 3) database and website design, management, and maintenance;

- Demonstrate the agency's facilities and current catchment area has the capacity to provide project services and high volumes of materials to DHS/TCS customers;

- Demonstrate strong capacity and experience providing a secure site for on-line payment options protecting against fraud, ensuring timely release of materials purchased, and receipt of payment for materials released;

- Demonstrate the ability to partially equip the project with office furniture, computers, printers, copy machines, etc. to support staff and program needs; and partially equip the project with warehouse equipment to support warehouse distribution needs;

- Demonstrate the ability to start up and begin implementation within two months of the contract start date;

- Demonstrate the ability to design, develop and produce educational and/or informational materials through materials review, analysis, adaptation, translation, and editing, in addition to the ability to provide technical assistance to agencies on educational and resource materials development (if applicable, discuss experience with developing educational materials that address health issues aimed at special target populations, including ethnic communities, youth, etc.);

- Demonstrate the ability to provide library services, including circulation, reference and referral, abstracting, cataloging, etc.;

- Demonstrate the ability to develop, manage, and update multiple databases, including providing training for database users, running filters and queries to create data sets, and creating other database-generated reports;

- Demonstrate the ability to develop, manage, maintain, host, and evaluate web sites with both searchable and on-line ordering features;

- Demonstrate the ability to collaborate with diverse organizations on projects relating to the development, compilation, and organization of educational resources; and to coordinate the provision of these services with local, state, and national clearinghouse or information centers;

- Demonstrate at least two years satisfactory performance with administrative, fiscal and programmatic management of government grant funds, including timely and accurate submission of fiscal and program documentation, subcontracts, and compliance with all state contract requirements, including audit requirements;

- Demonstrate that programmatic and fiscal staff, including any programmatic subcontractors and consultants, possess the training, skills, and experiences consistent with the program, fiscal, and management needs of the project. The project requires staff skilled in the following areas:

  - program coordination;
  - collaboration with outside agencies;
  - Printing, purchasing/accessing and distribution of materials;
  - Educational and informational materials development;
  - Educational and materials database/resource collection;
  - Educational information materials review and catalog production;
  - Educational material technical assistance;
  - Management of multiple web sites;
  - Evaluation.

- Provide three (3) letters of reference from separate agencies demonstrating the following:

  - The agency's ability to provide services in the required seven (7) components and additional enhancements as delineated in Sections IV and V of this RFP,
  - A description of the capacity in which the reference contact worked with the agency; and
  - The agency's fiscal and administrative ability to manage subcontracts and government contract funds.

- Provide an agency organizational chart that indicates;

  - the lines of authority and reporting relationships;

- o supplemental information that defines how staff will be organized to support major Clearinghouse components;
- o which staff member will support each of the project's components; and
- o an explanation of the roles or functions that each staff person performs.

<u>Instructions</u>:

a. Background: Provide the following information regarding the agency.

1) Describe the agency's general mission, including services presently being provided and previous work which has direct bearing on the agency's ability to perform the activities required in this RFP.

2) State the length of time the agency has been in existence and provided Clearinghouse, or related services. List the agencies (federal, state, county, local, or private) for whom Clearinghouse services have been provided, along with a description of these services, including the number of agencies for which materials or other resources were distributed to and on what basis (e.g., mail order, automatic distribution, etc.).

3) Provide a description of the agency's facilities and current catchment area.

4) Describe the current capacity of your agency by estimating the maximum number of materials in any given month your agency has: 1) warehoused, 2) printed, and/or 3) distributed.

5) Describe the agency's fiscal and administrative ability to manage state government contract funds and cover invoice payments in arrears.

6) Describe the agency's audit history for the past three (3) years, including the frequency of audits, date of last audit, and a summary of the major findings from the last agency audit.

7) Describe your agency capacity and experience providing a secure site for on-line payment options.

b. Programmatic Experience:

1) Provide detailed information in the following areas that demonstrates the education, training, and relevant experience of the agency and the relevant education, training and expertise of its staff responsible for project deliverables, and its subcontractors/consultants, if known:

   a) educational and/or informational materials review, analysis, and editing;

   b) educational and/or informational materials development, including design, layout, and production (if applicable, discuss experience with health issues aimed at special target populations, including ethnic communities, youth, etc.);

   c) technical assistance on educational and resource materials development;

   d) library services, including circulation, reference and referral, cataloging, etc.;

   e) collecting, inventorying, and disseminating educational information and resources on a large scale to public and professional audiences;

   f) database development and management, providing training for database users, running filters and queries to create data sets, and creating other database-generated reports;

   g) website development, management, and maintenance experience, including searchable and on-line ordering features;

   h) collaborative projects with diverse organizations or communities in the development/compilation/organization of educational resources; and

   i) coordination of services with local, state, and national Clearinghouse or information centers.

2) Personnel: Describe the experience and qualifications of personnel assigned for direct work on this project. Include subcontractor or consultant qualifications, if applicable, detailing work to be performed.

3) Strengths and Weaknesses: Describe your agency's greatest strength and greatest weakness. Describe the steps your agency has taken to lessen the impact of its weakness.

4) Organizational Start-Up

   Describe your agency's capability and resources to ensure timely start-up and implementation of the proposed Clearinghouse activities.

5) Administrative/Fiscal Experience

   - Describe your agency's current administrative staffing pattern for activities such as payroll, bookkeeping, invoicing, and general tracking of administrative and fiscal controls. Describe the qualifications of key fiscal staff, including a description of the staff's experience monitoring government grant funds. **Do not attach resumes.**

   - Describe the applicant's history in the last two years managing state government contract funds. Include in the description the funding agency, the amount received, and how the contracts were managed (e.g., were the contract deliverables accomplished, progress reports, and invoices submitted timely, and were fiscal records in good standing?)

   - Describe the applicant's internal audit history in the last two years.

   - Describe the frequency of audits, date of late audit, and a summary of major findings from the last audit.

   - Indicate if the applicant has been audited by a State agency within the last two years. If yes, list 1) the name of the state agency; 2) State agency contact person and phone number; 3) the year the audit was conducted; and 4) the outcome of the audit. DHS/TCS reserves the right, at its sole discretion, to follow-up with references to confirm the audit history.

6) Equipment

   Describe the office, computer, and warehouse equipment the applicant has available for use in this project. Include in the description:

   - the number and type of equipment available, (e.g., desks, chairs, typewriters, facsimile machines, personal computers, printers, shelving, bar coders, forklifts, etc.
   - whether or not the computers have modems and communications software;
   - the software packages your agency uses for websites, word processing, spreadsheets, databases, etc;

- approximately when the computer equipment was purchased, and its ability for use in this project, if funded.

6. **Computer Hardware/Software Minimum Specifications (Attachment 12)**

   Note: Attachment 12 is not included in the overall page limit for this section. Please fill out the Computer Hardware/Software Minimum Specifications form and indicate how many of the computers which will be available for this project, meet the minimum specifications.

7. **Letters of Reference (No attachment provided)**

   Note: The three (3) letters of reference are not included in the overall page limit for this section.

   Solicit and include three (3) letters of reference and attach them immediately following the Agency Capability section. Number these letters consecutively as part of your proposal. The letters are to be from three (3) separate agencies that can attest to the following:

   a. The agency's ability to provide services in the required seven (7) components and additional enhancements as delineated in the proposal;

   b. A description of the capacity in which the reference contact worked with the agency; and

   c. The agency's fiscal and administrative ability to manage subcontracts and government contract funds.

   The reference letters are to be on agency letterhead and should include:

   - The address, phone number, name, and title of the letter's author;
   - A description of the capacity in which the reference worked with the applicant;
   - The applicant's ability to provide the services described in this RFP; website and database design, development, management, and maintenance; warehouse services, materials development, distribution and mailing services; on-line payment services;
   - The applicant's fiscal and administrative ability to manage government contract funds, including satisfactory performance with administering and managing government contract funds through timely and accurate submission of fiscal and program documents.

If the agency has in the past, or is currently receiving funding from either a local, state, or federal agency, other than DHS/TCS, one of the references must be from one of these agencies. Preferably the reference letters should be from those agencies listed in the Current and Anticipated Incoming Funds form, Attachment 9.

The Letters of Reference:

- **must be submitted with the proposal package;**
- **must <u>not</u> be sent directly to DHS/TCS under separate cover;**
- **will not be accepted after the proposal is submitted.**

DHS/TCS reserves the right to contact these references for further information.

8. **Project Description and SOW (60 points)**

Clearly identify and delineate any enhancement activities added to required components <u>or</u> add an eight (8^{th}) Enhanced Services Component.

The Project Description consists of three (3) distinct components: 1) a Project Narrative, 2) an Organizational Chart, and 3) a SOW. In preparing these sections, do not assume the reviewer has previous knowledge about the agency or Clearinghouse and resource center services. Be clear in the rationale for the process and activities proposed to support the project. Instructions for each of the components follows.

a. **Project Narrative (No attachment provided) (Maximum of 15 pages)**

Funding Preference will be given to the applications that fully describe the following:

<u>Required Components</u>

Describe how your agency proposes to develop, organize, implement, and evaluate each of the seven (7) required Clearinghouse components as defined in this RFP, Section IV, Required Components. The Project Narrative should reflect a clear understanding of the nature, complexity, overlapping of activities, and timeframes for the work being undertaken. Do not merely paraphrase or restate the RFP requirements.

At a minimum, the narrative is to address each of the following for each of the seven (7) required Clearinghouse components. Any additional enhancement activities must be clearly identified and delineated. (Refer to Section IV, Required Components; and Section V, Enhanced Services Component.)

1) the steps and activities proposed to support delivery of the seven (7) required Clearinghouse components;

2) the agency staff (prime, subcontractor, or consultant) responsible for project deliverables (if subcontractors or consultants are to be used, explain how their efforts will be managed and coordinated);

3) proposed collaborative relationships and/or the process for inclusion of key organizations and/or groups;

4) the integration of existing materials and resources into proposed services; and

5) the proposed quantitative measures and qualitative methods to evaluate effectiveness of each of the seven (7) required Clearinghouse components.

Enhanced Services Component

The Project Narrative must include a description of the location or site from which Clearinghouse services will be provided, including location(s) of any warehouse(s) or distribution sites. Specifically describe how the requirement for geographic accessibility of the Clearinghouse resource center will be addressed. Include any additional information relevant to the reviewers' understanding of the agency's ability to provide an optimal level of service as required under this RFP.

If your agency proposes to supplement the required seven (7) components with an eighth (8th) Enhanced Services Component, the Project Narrative must provide the following:

1) a justification of why your agency feels this component is necessary or important;

2) a description of how the added component's services and activities will be developed, organized, implemented, and evaluated; and

3) a description of agency personnel (including any subcontractors) responsible for the added component.

b. **Organizational Chart (No attachment provided)**

Provide an agency organization chart that indicates lines of authority and reporting relationships. Provide any supplemental information that defines how staffing will be organized to support major Clearinghouse components. It must be clear to reviewers which staff member will support each of the project's components and must include an explanation of the roles or functions that each staff person performs.

c. **Scope of Work (SOW) (Attachment 8)**

Funding preference will be given to the applicant that includes the following:

1) Guidelines for Completing the SOW:

   a) The eight column SOW format must be used by all applicants to ensure consistency for review purposes by DHS/TCS staff and reviewers. **A SOW presented using a format other than that described below will not be reviewed**.

   b) Carefully follow the SOW requirements provided below. Provide all the required information and the detail necessary to make the proposed project clear. Applicants must provide all the required information as detailed in these instructions.

   c) The SOW provides the basis for contract negotiations, and along with the Budget, becomes a part of the contract. The SOW is referenced and incorporated into the contract and is the "road map" that provides the direction, activities, expected outcomes, and deliverables of the project. The SOW can only be changed with prior approval from DHS/TCS.

   d) The Budget and Budget Justification should closely correspond to SOW activities, deliverables, and timelines. For example, if promotional items are to be distributed, these must be included in the SOW, Budget, and Budget Justification.

   e) Comply with the DHS/TCS Policies and Procedures found in the Policy Section of the Competitive Grantees Administration and Policy Manual (e.g., restrictions on lobbying, incentives, promotional items, etc.) Please refer to the DHS/TCS website at http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm to reference the Policy Section of the manual.

2) Instructions for Completing the SOW:

   Complete the SOW using the following instructions. Appendix G provides assistance and direction for completing the SOW. See Attachment 8 for a blank SOW form.

Note: This fillable form is available on the DHS/TCS website at: http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm; follow the link to RFP 05-45867, Fillable Electronic Forms.

a) Header Information

The header information must be included on every page. Include your agency name. The contract number and the project name have been inserted for you. The revision date is the date the SOW is submitted to DHS/TCS after any revisions are made to the document. Leave this blank for submission.

b) Column 1: Objectives/Activities

Insert the objective(s) for each of the seven (7) required Clearinghouse components. Insert the objective(s) for the additional eighth (8^{th}) component if one is to be added. Immediately following each objective, use an outline format to describe the activities and steps to be taken to achieve each component. Enhancement activities must be likewise outlined and described in the same manner. The activities should be comprehensive and are to describe:

(1) How much will be done: Quantify the amount of work to be performed in order to help justify the budget. You are encouraged to use ranges. Indicate the variety and number of materials to be developed and provided, identify the number of DHS/TCS Contractors to be served, state the number of resource materials to be collected, indicate the number of technical assistance interactions, etc. Proposals that do not provide this quantification will not be competitive;

(2) What will be done: Describe the processes and systems that will be developed to satisfy program requirements (e.g., dissemination of resource information, materials review process, materials development, catalog orders fulfillment, database/resource collection, etc.);

(3) Process Evaluation: Include process evaluation activities for each of the seven (7) required Clearinghouse components (See Section IV, Evaluation Reports, Section G, page 37), in addition to the eighth (8^{th}) component, if one is added. These activity descriptions should include, but not be limited to:

(a) information on what will be measured (e.g., technical assistance satisfaction, usage of library services and websites, customer satisfaction with Clearinghouse services, etc.);

(b) the instruments to be used for data collection (e.g., technical assistance log, client surveys, etc.);

(c) information on how the data will be collected (e.g., through the mail or the Internet, by phone, in person, etc.);

(d) the number to be measured (e.g., number of projects, number of users, etc.);

(e) information on who will conduct evaluation activities; and

(f) information on how the results will be disseminated (e.g., posted on PARTNERS, report to DHS/TCS, etc.).

(4) Case study evaluation: Describe a minimum of two (2) case studies to be prepared related to innovative services provided by the Clearinghouse which may have national implications or which demonstrate the value of the services provided. Provide similar information requested in item (3) a-f above to describe data collection instruments, dissemination of results, etc.

c) Column 2: Copyright

Place a copyright sign (©) next to each deliverable that is subject to copyright laws. This includes data collection instruments and protocols, educational materials, and reports. Refer to Appendix E, Intellectual Property Rights, for more information regarding copyright of materials produced.

d) Column 3: Percent Deliverable

For each deliverable, indicate the programmatic value with a percentage that reflects staff and budget resources. This column must total 100 percent. Deliverables specified in the SOW must be fully and satisfactorily performed or produced in order for the Contractor to receive the maximum contract award negotiated with DHS/TCS. Deliverables include all final data collection instruments, data collection protocols, data sets, and data reports. Deliverable percentages are to be listed in .5 increments and cannot be less than .5 percent.

The percentage is used to help ascertain and calculate the maximum amount the Contractor should be paid at the end of the contract term. If at the end of the contract term, DHS/TCS determines that any activity or product was not fulfilled in its entirety, or the quality of it was unsatisfactory, DHS/TCS will reduce the maximum amount payable to the Contractor accordingly.

e) Column 4: Start/End Date

List the progress report periods during which each program and evaluation activity is expected to start and end. Be sure to state the progress report period in which you will begin to work on the development of the data collection instrument(s) and the progress report period in which the data collection instrument(s) will be finalized and the progress report period in which data collection will begin and end.

Use only the progress reporting periods below as the time frames in this column, for example, 12/05 to 06/06. The progress report periods are as follows:

- **12/05-06/06**
- **07/06-12/06**
- **01/07-06/07**
- **07/07-12/07**
- **01/08-06/08**
- **07/08-12/08**
- **01/09-06/09**
- **07/09-12/09**
- **01/10-06/10**
- **07/10-12/10**

f) Column 5: Who is Responsible

Indicate the staff position, subcontractor, or consultant responsible for each activity. The positions must correspond to the position titles used in the Budget Justification. The first time the complete position title must initially be used. Thereafter you may abbreviate position titles (e.g., PD for Project Director, etc.).

g) Column 6: Tracking Measures

List the items that are used to document and verify that activities are completed. These include review committee meeting agenda and summary documents, copies of educational materials developed, number of orders received, etc. These measures verify that the activity occurred and provide supporting documentation for the progress report.

D. **Budget Justification/Budget Instructions (No Attachments) (20 Points)**

Funding preference will be given to those applicants that:

- Submit a proposal with reasonable Budgets for the proposed quality and quantity of activities in the SOW.
- Submit a proposal with reasonable personnel and consultant costs, given the qualifications of the individuals and the needs of the project.
- Submit a proposal budget with salaries that are consistent with comparable State Civil Service positions.
- Submit a proposal with a Budget Justification that provides the level of detail requested in the Budget/Budget Justification Instructions.
- Submit a proposal containing staff with the training and expertise necessary to fulfill the seven (7) required Clearinghouse components as well as any enhancement activities.
- Submit a proposal that complies with the DHS/TCS Policies and Procedures found in the Policy Section of the Competitive Grantees Administration and Policy Manual (e.g., restrictions on lobbying, incentives, promotional items, etc.) Please refer to the DHS/TCS website at http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm to reference the Policy Section of the manual.

1. **Budget Justification General Instructions**

The Budget Justification:

- Describes and justifies the expenditures associated with the seven (7) required component activities, as well as any enhancement services component outlined in the SOW,
- Helps DHS/TCS evaluate the SOW and Budget.

Please refer to Appendix H for the required Budget Justification format. This format is required to maintain a standardized review and audit trail. Please note – this is only a sample of how to format the Budget Justification – all figures in the sample are fictitious.

The Budget Justification must be a realistic depiction of the expenses for this contract period. The contract term is for sixty-one (61) months and is anticipated to be effective from December 1, 2005 to December 31, 2010.

When preparing the Budget Justification, take into consideration changes that may occur due to programmatic or administrative needs, i.e., personnel increases/decreases throughout the budget periods, etc.

NOTE: Budgets must be prepared and spent on a FY cycle as required by the State Department of Finance. Funds not spent in one FY will not be available for use in the following FY(s). It is imperative that your agency prepare realistic and accurate FY Budgets based on the timelines and activities in your SOW.

Resources, products, equipment (including software), purchased by the current Clearinghouse contractor are to be assessed and transferred in a timely manner to the successful contractor resulting from this RFP process should the contract awardee be other than the current contractor.

Additionally, any resources, products, equipment, including software purchased by the Clearinghouse contractor during the term of this RFP are subject to retrieval by TCS and/or assignment to any successive contractor at the end of the contract term or should the initial contract awardee not be successful in any annual performance appraisal.

2. **Budget Justification Format**

Prepare one Budget Justification for the entire period. Only use whole numbers and round to the nearest dollar. After the Budget Justification has been completed, transfer the totals to the Budget page.

The Budget Justification instructions provide information on standard line item expenses within each of the categories. However, additional line item expenses may be added based on the SOW needs and activities of the proposed project. See Appendix H, Budget Justification Sample.

The Budget Justification must consist of eight (8) columns: 1) one narrative column that provides the information requested below for each budget category and line item, 2) six columns depicting the category and line item expenses for each FY period, and 3) one column that displays the Total Expenses.

a. **Personnel Costs**

This category of the Budget Justification provides detail on the following:

1) Position Title:

   List all position classifications or functional titles for positions for this contract. Management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper, etc.) budgeted at less than ten (10) percent should not be included in the Personnel Costs category, but should be included in the Indirect Expenses category. Any applicant having an established policy that includes such positions in the Personnel Costs category shall so indicate and attach a copy of the policy to the Budget Justification.

2) Salary Range:

   Identify the actual salary range and the frequency of pay periods (monthly, semi-monthly, bi-weekly, weekly, hourly) for each position. The salary range shall reflect the frequency that the employee is actually paid. Do not use annual salaries. Whether part-time or full-time, enter the low-end and high-end of the full-time salary range for each position listed. Make sure the high-end of the salary range allows for any anticipated salary increases (e.g., performance or merit salary adjustments) for each position. Examples of actual salary ranges are: $2,000-$2,100 per month, $800-$850 per semi-monthly pay period, $600-$750 per bi-weekly pay period, $300-$375 per week, $5-$7 per hour, etc.

   Pursuant to Section 3.17.1 of the State Contracting Manual, salaries paid to agency staff shall not exceed those paid to State personnel for similar positions/classifications. See Appendix J for a listing of Comparable State Civil Service Classifications. If any proposed salary exceeds the State personnel salaries, justify the reason and necessity for the higher rate. Any such justification will receive close review by the State, and must be approved in writing by the State. DHS/TCS may request additional information during contract negotiations.

3) Percent of Time:

   For each position indicate the percent of time, in whole numbers, or the total hours per pay period. For example, a full-time bi-weekly employee is 100 percent time, a bi-weekly employee who works 20 hours of a 40-hour workweek is 50 percent time. For hourly employees estimate the total number of hours per pay period (allow for low and high working cycles). If the amount of time for some positions vary from month to month, enter a percent of time **range** (e.g., 30-40 percent, or 10-20 hours per pay period, etc.). Do not use percents of time if a position is paid hourly; simply list the number of hours per pay period as stated above.

4) Pay Periods:

Indicate the number of pay periods for which payment shall be claimed. Pay periods are defined as follows:

Monthly = 12 pay periods per year
Semi-monthly = 24 pay periods per year
Bi-Weekly = 26 pay periods per year
Weekly = 52 pay periods per year
Hourly = "X" number of hours per pay period

5) Description of Duties:

Provide a brief description of the duties, responsibilities, and activities to be performed by each position in support of this contract. Within the description, identify the lead staff person responsible for overseeing and coordinating evaluation activities.

6) Amount Requested:

Calculate and list the dollar amount requested for each position for each fiscal year. (salary X percent of time X number of pay periods = Total for position).

NOTE: The total amount requested cannot be:

- ***Less than the lowest dollar amount computed by multiplying the low-end of the salary range by the low end of the percent of time by the lowest number of pay periods, or***

- ***Greater than the highest dollar amount computed by multiplying the high-end of the salary range by the high-end of the percent of time by the highest number of pay periods.***

7) Total Personnel Costs:

Add all personnel position dollar amounts requested in support of this contract to compute the Total Personnel Costs.

b. **Fringe Benefits**

Refer to Appendix K, Contract Uniformity, for specific allowable Fringe Benefits. Please note that Fringe Benefits does **not** include employee leave (e.g., annual leave, vacation, sick leave, holidays, jury duty, and/or military leave training), as these are to be included in each position's salary. List the benefits that your agency provides. If applicable, identify positions that will not receive benefits with an asterisk (*). List the percentage rate and the dollar amount requested for Fringe Benefits. If the percentage rate for benefits differs for various positions, indicate the low and high range (e.g., 20 to 25 percent).

Total Personnel Expenses

Add the Total Personnel Costs and Fringe Benefits to compute the Total Personnel Expenses.

c. **Operating Expenses**

NOTE: Items 1) and 2) below must appear in every Budget Justification. If there are no expenses related to these Line Items, please enter zero.

1) TCS Communications Network (PARTNERS):

   All funded Contractors are **required** to budget for this item and are required to obtain and maintain an active PARTNERS account. While there is no charge to DHS/TCS Contractors for the PARTNERS' subscription, your agency must budget for an Internet access-provider. Internet access fees are generally $20 to $60 per month. If you choose not to budget for this line item, as the Contractor you must provide an explanation as to how you will access PARTNERS (i.e., agency has local area network with automatic access to the internet).

2) Space Rent/Lease:

   Provide the total number of square feet to be charged to this contract and the cost per square foot for personnel/office space and warehouse space. Allow for any anticipated rate increases during the contract term. Multiply these figures by the number of months in the Budget period to obtain the subtotal.

   If the total square footage per full-time equivalent (FTE) exceeds State standards, i.e., 150 square feet per FTE, then justify the need for the additional space.

   a) Personnel/office space: Square footage shall not exceed 150 square feet per FTE plus reasonable square footage for shared space such as conference rooms, storage space, Local Area Network (LAN) room, etc.

Example:

3.0 FTE x 150 sq. ft. x $1.00/sq. ft. x 7 months = $ 3,150
3.8 FTE x 150 sq. ft. x $1.25/sq. ft. x 12 months = $ 8,550
4.25 FTE x 150 sq. ft. x $1.50/sq. ft. x 12 months = $11,475
4.0 FTE x 150 sq. ft. x $1.75/sq. ft. x 12 months = $12,600
4.25 FTE x 150 sq. ft. x $1.80/sq. ft. x 12 months = $13,770
4.25 FTE x 150 sq. ft. x $1.85/sq. ft. x 6 months = $ 7,077
Total for 61 months = $57,398

b) Warehouse Space: Square footage budgeted for warehouse space needed to house printing materials, reproduction materials, catalogs, supplies, etc.

Example:

5,000 sq. ft. x $0.50/sq. ft. x 7 months = $ 17,500
5,000 sq. ft. x $0.75/sq. ft. x 12 months = $ 45,000
5,000 sq. ft. x $0.90/sq. ft. x 12 months = $ 54,000
5,000 sq. ft. x $0.95/sq. ft. x 12 months = $ 57,000
5,000 sq. ft. x $1.00/sq. ft. x 12 months = $ 60,000
5,000 sq. ft. x $1.05/sq. ft. x 6 months = $ 31,500
Total for 61 months = $145,000

3) General Expenses:

Include in this Line Item expenses for Office Supplies, Postage, Duplicating, and Communications.

a) *Office Supplies:* This expense is for general office supplies (e.g., pens, pencils, paper, etc.). Equipment, software, travel expenses, etc. are not considered office supplies.

b) *Postage:* This expense is for postage for correspondence and other materials.

c) *Duplicating:* This expense is for “in-house” duplicating and reproducing. The duplicating is internal and routine, usually for small office jobs. This can include the applicant's share of the agency’s copy machine usage. It can also include copier maintenance agreements, copier supplies such as paper, toner, etc. (Duplicating supplies such as paper, and toner may be included in either the Office Supplies line item or the Duplicating line item, but should not be included in both.)

d) *Communications:*

This expense refers to the installation and any monthly charges related to the telephone system including any 1-800 phone numbers and FAX line costs, etc**. Cellular phones and monthly access fees are not authorized for this contract.** Pagers and monthly fees will be considered on an individual basis and are dependent upon the need of the applicant and approval of DHS/TCS.

4) Printing:

a) Printing refers to the costs for printing and reproduction; this is usually for larger jobs completed by outside vendors, e.g., brochures, leaflets, posters, forms, etc. Includes duplication of catalogs, flyers, resource kits, services informational brochures, special mailing materials, as well as, initial production and printing costs for new materials and re-printing of existing materials.

b) DHS/TCS Special Printings/Projects: Include in your budget $300,000 per year for DHS/TCS special printings and/or projects. Contractor will be notified by DHS/TCS of the specific requests or requirements throughout the term of the contract.

5) Equipment Rental:

List all rental equipment, quantify each item, and provide for each item the monthly rental rate, number of rental months, and the approximate dollar amount as required for the contract term. Examples of rental items are computer and office equipment.

NOTE: "Renting/Leasing to own, Purchase/Leaseback, and Lease/Purchase" of equipment is not allowed.

6) Audit Expenses:

The Contractor is required to conduct an audit in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations." The Budget amount should represent the proportionate amount of this contract in relationship to your business' total revenue. For example, if this contract represents ten (10) percent of the business' total revenue, then this contract would be responsible for no more than ten (10) percent of the total annual audit costs. In the justification, provide the dollar amount allocated for the audit, how you arrived at this figure, the percentage this contract represents of your business' total revenue, and identify the FY in which you operate (e.g., July 1 through June 30). Applicants who choose not to allocate funds for audit purposes must provide a written justification indicating how they intend to comply with the audit requirement.

This Audit Expense line item plus the Indirect Expenses line item cannot exceed 15 percent of your Total Direct Expense line item.

Continue to add line items if needed, numbering sequentially following Audit Expenses. **Please list them individually and be specific.** Provide enough information to justify each additional line item.

Total Operating Expenses:

Add all Operating Expense line items in order to compute the Total Operating Expenses.

d. **Travel/Per Diem and Training**

Travel and training are to be consistent with the needs of the Clearinghouse project and supportive of the SOW. **Travel is reimbursed at the current State Department of Personnel Administration (DPA) rates. See Appendix F, Travel Reimbursement Information. Additionally, State funds may not be used for out-of-state travel, per diem and training/conferences without prior written approval by DHS/TCS.**

NOTE: The following Line Items must appear in every Budget Justification in the order presented here. If there are no expenses related to these line items, enter zero.

1) Project Travel/Training:

   a) *Project Travel*: Includes airfare, meals, lodging, incidental expenses and mileage necessary to implement your SOW (e.g., to attend local, Priority Partnership meetings or trainings, travel and lodging expenses for members of the MRC to attend face-to-face MRC meetings, etc.) Provide the approximate dollar amount requested for agency travel that is directly related to completion of the SOW.

   b) *Project Training*: Includes registration fees for staff development or any other additional training events for professional, clerical, and administrative personnel; advisory board members; committee members; etc., necessary for the completion of activities in the

SOW. Training may include courses on computer software, meeting facilitation, planning, leadership, etc. Provide the dollar amount requested for agency training costs that are related to completion of the SOW.

2) DHS/TCS Travel/Training:

   a) General Description:

      Number of Trainings/Conferences: DHS/TCS and its statewide Contractors (e.g., California Youth Advocacy Network (CYAN), Technical Assistance Legal Center (TALC), and others) typically conduct two to four training's/conferences each year.

      These trainings/conferences are specifically directed toward DHS/TCS-funded projects, provide opportunities for project staff to learn from national, state, and local experts regarding evaluation, media, and advocacy, and are a means to be connected to California's larger tobacco control movement.

      Contractor's staff must attend two to four trainings and conferences that directly relate to materials development issues, PARTNERS, and also to staff the Clearinghouse display booth at such trainings and conferences.

      Length of Trainings/Conferences: Each training/conference is usually one to two days. A statewide conference may be two to three days.

      Training/Conference Topics: Generally, a broad range of topics are covered, such as educational materials development, youth advocacy, in-store advertising strategies, youth access to tobacco issues, coalitions, smoke-free bars, chew/dip and cigars, transnational tobacco issues, evaluation, and spokesperson training.

      Training Sites: Each training is generally offered only once. Occasionally, trainings are offered twice: one in Northern California (generally Bay Area or Sacramento counties) and one in Southern California (generally Los Angeles, Orange, or San Diego counties).

   b) Trainings/Conferences Required by DHS/TCS and Statewide Contractors:

      DHS/TCS requires attendance at two to four trainings/conferences per year. Each is usually one to two days. Budget $375 per person ($250 for travel/per diem and $125 for registration) for two to three staff to attend two to four trainings/conferences per year.

3) DHS/TCS Required Travel/Training:

   a) Face-to-Face Meetings with DHS/TCS: Budget for the Project Director and one project staff member to attend two to three face-to-face meetings over the term of the agreement. It is anticipated that one meeting will be held in FY 2005-06 and two meetings will be held in FY 2006-07. All meetings will be held in Sacramento, California. Meeting topics may include materials development, website and/or database development and maintenance, and discussion of presentations at various meetings and/or conferences.

      Budget a minimum of $375 per person for a maximum of two people to attend. The $375 for travel/per diem includes one night of lodging, airfare or mileage and per diem. Costs may be higher depending on the location of the contractor's location and typical airfare rates to Sacramento.

   b) *Project Directors' Meeting (required)*: This event (generally every 18 months) is typically a three-day conference for two to three staff.

      Budget $1,200 per person ($1,000 for travel/per diem and $200 for registration) for two to three staff to attend this conference. Budget this expense in Year two (2), Year four (4), and Year six (6), FY 2006-07, FY 2008-09, and FY 2010-11.

4) Out-of-State Travel

   a) Use this Line Item to budget out-of-state trips. Provide the dollar amount requested, the location and dates, number of individuals attending, name of conference, and a brief description, etc. **All out-of-state travel trips not approved through this budget process will require prior written DHS/TCS approval.**

   b) DHS/TCS Required Out-of-State Travel/Training:

      (1) National Conference on Tobacco or Health:

         Budget $1,400 per person ($1,100 travel/per diem and $300 registration) for two to three staff to attend the National Conference to participate in breakout sessions and to staff the Clearinghouse display booth. Budget in

Year two (2) only, FY 2006-2007. It will be held in May 2007, location to be determined.

(2) World Conference on Tobacco or Health

Budget $1,700 per person ($1,100 travel/per diem and $600 registrations) for two to three staff to attend the World Conference on tobacco or Health in FY 2006-07 to participate in breakout sessions and to staff the Clearinghouse display/booth. The Conference will be held in Washington, D.C., on July 12-15, 2006. Expenses could be incurred in both FY 2005-06 and FY 2006-07. Estimate for airfare and registration in FY 2005-06 and hotel and per diem in FY 2006-07.

e. **Other Costs**

Note: Items 1) - 5) listed in the paragraph below must appear in every Budget Justification in the order presented here. If there are no expenses related to one of these line items, enter zero. You may add other line items, if needed.

Refer to the Policy Manual, Section II, Chapter 300, for more information on educational materials, promotional items, and incentives. Refer to the DHS/TCS website at http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm, to reference the Policy Section of the Manual.

The applicant must provide a narrative and itemize expenditures for the following required line items within this category. If there are no expenses related to these line items, enter zero.

1) Educational Materials (includes Resource Center Costs);
2) Promotional Items;
3) Incentives;
4) Reproduction, Development, and Distribution;
5) Material Review/Advisory Committee.

If needed, you may continue to add line items, numbering sequentially following Material Review/Advisory Committee. Please list them individually and be specific. For example, facility fees for renting a meeting room to conduct a training, review committee stipends, etc. Provide enough information to justify each additional Line Item. Additional Line Items listed in the Budget Justification must also be referenced in the SOW.

Total Other Costs: Add all Other Costs line items to compute the Total Other Costs.

Total Direct Costs: Add Total Personnel Costs, Fringe Benefits, Operating Expenses, Travel/Per Diem and Training, and Other Costs to compute Total Direct Costs. Note that the Total Direct Costs does not include **Equipment and Subcontract/Consultant expenses.**

f. **Indirect Expenses**

Indirect Expenses are defined as expenses not directly associated with the agency's deliverables.

Indirect Expenses shall be the “actual" indirect expenses of the TOTAL DIRECT COSTS (not including Equipment and Subcontract/Consultant expenses), not to exceed 15 percent of total Direct Costs.

Examples of Indirect Expenses are: management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper), bookkeeping and payroll services, utilities, building and equipment maintenance, janitorial services, insurance costs and any expenses related to the mandatory annual Financial and Compliance audit, if the audit is not included in the Operating Costs category.

Identify and list all Indirect Expenses to be charged to this contract, and determine the dollar amount proposed. Calculate the Indirect Expenses Percentage Rate (divide the dollar amount requested for Indirect Expenses by the dollar amount requested for Total Direct Expenses). List the calculated percentage range for Indirect Expenses and the total dollar amount requested.

Note: Costs associated with the annual Financial and Compliance Audit may either be budgeted in either the Indirect Costs line item or in the Audit line item under Operating Expenses. If audit costs are budgeted in the Audit Expense line item under Operating Expenses, the Audit Expense line item plus the Indirect Costs line item must not exceed 15 percent of the of the Total Direct Costs line item.

g. **Equipment Expenses**

See Appendix L for definitions of Expendable and Sensitive Equipment.

1) <u>Expendable Equipment</u>: Includes non-computer equipment items such as desks, chairs, typewriters, telephones, calculators, etc. File cabinet

purchases are not allowed. List and justify this equipment. The purchase of expendable equipment is subject to DHS/TCS approval during negotiations.

2) Sensitive Equipment: Includes all computer software/hardware purchases regardless of the cost (i.e., fax machines, etc.). List and justify all equipment necessary for this project. The purchase of sensitive equipment is subject to DHS/TCS approval during negotiations.

At least one computer system, designated for use by this project for the purposes of producing state-mandated progress reports, completing statewide independent evaluation instruments and reports, participating in PARTNERS and the DHS/TCS OTIS, must meet the minimum specifications outlined in Attachment 12.

If the computer equipment available to this project does not meet the specifications, DHS/TCS may authorize the purchase of computer hardware/software to bring one computer system up to the minimum specifications.

Specifications for other equipment and software necessary to carryout the activities outlined in the SOW will be discussed during contract negotiations.

List all expendable and sensitive equipment, including software, to be purchased; quantify each item, provide the estimated purchase price, and total amount budgeted for the entire contract term.

h. **Subcontracts and Consultants**

1) Subcontracts are usually for long term projects needing salaried positions, indirect costs, etc. The subcontractor must provide a specialized task that is directly related to Clearinghouse's activities. The subcontractor's salary must not exceed those paid to State personnel for similar positions/classifications. See Appendix J for a list of Comparable State Civil Service Classifications.

DHS/TCS must review and approve subcontract agreements costing $5,000 or more, over the term of the contract, prior to reimbursement. Subcontractor Indirect Costs shall not exceed 25 percent of their Personnel Expenses (Personnel Costs plus Fringe Benefit Line Item amounts).

2) Consultants are individuals whose level or area of expertise relating to Clearinghouse activities extends beyond that possessed by Clearinghouse staff. Typical services provided by a consultant are advice on programmatic issues (e.g., group facilitator, in-service training, program design and development, program evaluation, etc.). At no time should a consultant's fee exceed the fee of a comparable State civil service classification, inclusive of all costs, but excluding travel/per diem. The rate should be commensurate with the consultant's level of training, expertise and national recognition. **Every effort must be made to negotiate the lowest possible cost**. Refer to Appendix J for a list of Comparable State Civil Service Classifications.

   For each consultant, provide the consultant name (or descriptive title if consultant is unknown), hourly rate, number of hours to be worked (e.g., per week, per month, per year, etc.), total cost, term of agreement, and description of activities to be performed.

   DHS/TCS must review and approve consultant agreements costing $5,000 or more, over the term of the contract, prior to reimbursement.

   a) If Subcontractor/Consultant is Known: Provide the name of the individual or entity, description of activities to be performed, period of time, and total cost for services. Subcontractors listed in the Budget Justification must also be referenced in the SOW.

   b) If the Subcontractor/Consultant is Unknown: Indicate the generic title, i.e., Graphic Artist, Microsoft Access Database Consultant, etc., and provide a narrative that describes the activities to be performed, and the amount.

   Subcontracts/Consultants listed in the Budget Justification must also be referenced in the SOW in the Who's Responsible Column.

   c) Total Subcontract/Consultant:

      Add all subcontract and consultant line item amounts to compute the Total Subcontract/Consultant.

   Total Costs: Add total Direct Costs, Indirect Costs, Equipment, and Subcontracts/Consultants to compute the Total Costs.

3. **Budget Page Instructions**

a. **General Budget Instructions**

The Budget Page Sample, Appendix I, is a summary of the expenses described in the Budget Justification. It must be realistic, cost-effective, and appropriate to the proposed SOW. The Budget is the controlling mechanism for expenditures and the basis for approval of invoices. The approved Budget will be incorporated into the contract.

Prepare one Budget page that reflects the individual budgets for each partial FY and complete FY of the contract term. Using the required Budget format provided in Appendix I, Budget Page Sample, transfer the figures from the Budget Justification for each partial FY and complete FY. Only use whole numbers and round to the nearest dollar.

b. **Budget Page Format**

1) The Budget must be a realistic depiction of proposed expenditures. Prepare one budget page which includes the following periods of time. See Appendix I, Budget Page Sample:

   December 1, 2005 to June 30, 2006 (7 months);
   July 1, 2006 to June 30, 2007 (12 months);
   July 1, 2007 to June 30, 2008 (12 months);
   July 1, 2008 to June 30, 2009 (12 months);
   July 1, 2009 to June 30, 2010 (12 months);
   July 1, 2010 to December 31, 2010 (6 months)

2) Each Budget page must contain all nine (9) of the categories listed below. Additionally, each category, except Fringe Benefits, Travel, and Indirect Costs must be itemized on the Budget page.

   - Personnel Costs;
   - Fringe Benefits;
   - Operating Expenses;
   - Travel/Per Diem and Training;
   - Other Costs;
   - Indirect Costs;
   - Equipment Expenses;
   - Subcontract/Consultant Costs

     - **<u>Prime Contractor (the applicant agency)</u>: The Indirect Costs rate for the prime contract is limited to 15 percent of Total Direct Expenses. Equipment and**

Subcontract/Consultants costs are not included in Direct Costs.

- **Prime Contractor's Subcontractors: The Indirect Costs rate for any Subcontractor is limited to 25 percent of the Subcontractor's total Personnel Costs (i.e., the combined total of personnel and fringe benefits).**

3) Subcontractors/Consultants:

   NOTE: Subcontractors/Consultants listed in the Budget Justification must also be referenced in the SOW.

   a) If Subcontractor/Consultant is Known: List the name and the dollar amount for each known subcontractor/consultant. (See the Subcontract/Consultant category in Appendix I, Budget Page Sample).

      The budget categories and budget preparation instructions are the same as the categories and instructions for the prime Contractor, with one difference in regard to how Indirect Costs are calculated. A subcontractor's Indirect Cost rate is limited to 25 percent of their total personnel costs (the combined total of personnel and fringe benefits.

      If the subcontractor is known, provide a line item Budget Justification for the subcontractor.

   b) If Subcontractor/Consultant is Unknown: If a subcontractor/consultant is unknown at the time the proposal is submitted, provide a descriptive title for the subcontractor/consultant and a narrative description of the activities to be performed and the amount budgeted for each FY.

E. Additional Required Forms

Attachments 10 and 11 require completion/signature by the person authorized to bind the agency.

1. Certification of Non-Acceptance of Tobacco Funds (Attachment 11)
2. Current and Anticipated Incoming Forms (Attachment 9)
3. Computer Hardware/Software Minimum Specifications (Attachment 12)
4. Agency Documentation Requirements (Attachment 10)
5. Proof of Non-Profit Status (No Attachment)

VII. TABLE OF CONTENTS FOR ENCLOSED ATTACHMENTS

ATTACHMENT **PAGE**

PROPOSAL COVER SHEET
RFP TCS 05-45867
Tobacco Education Clearinghouse of California

1. Agency Information:

   Agency Name ______________________________

   Project Name **Tobacco Education Clearinghouse of California**

   Mailing Address ______________________________

   City/State/Zip ______________________________

   County ______________________________

   Contact Person ______________________________

   Telephone ( ) ______________ FAX ( ) ______________

   E-mail ______________________________

   Federal Taxpayer Identification Number ______________________________

2. RFP Name and Number: **Tobacco Education Clearinghouse of California**
   Request for Proposal (RFP) TCS 05-45867

3. Anticipated Term of Contract: **12/01/05 to 12/31/10**

3. Total Budget Amount Proposed for entire contract term: $ ______________

5. The undersigned hereby affirms that the statements contained in this proposal package are true and complete to the best of the applicant's knowledge and accepts as a condition of a contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection. Person authorized by the Board to sign (e.g., Board of Directors, etc.):

Signature of
Agency Representative: ______________________________ Date: / /

Print Name and Title: ______________________________

TABLE OF CONTENTS

TOBACCO EDUCATION CLEARINGHOUSE OF CALIFORNIA
PROPOSAL CHECKLIST

The following attachments and components must be completed and submitted in the order shown here. Proposals that are missing any of these attachments or components will be considered non-compliant and will not be reviewed. Please note that you are not required to submit this Proposal Checklist with your proposal package. The Proposal Checklist is provided for your use to ensure your package is complete.

Attachments and Components	**Check Mark**
• One Original Proposal	☐
• 8 copies of the Proposal	☐
✍ • Proposal Cover Sheet (Attachment 1)	☐
• Table of Contents (Attachment 2)	☐
• Agency Contract Information Form	☐
1. Contact Information Form (Attachment 4)	☐
2. Project Director Form (Attachment 5)	☐
3. Fiscal Contacts Form (Attachment 6)	☐
4. Official Agency Signatory Form (Attachment 7)	☐
• Agency Capability (No Attachment, 15 page maximum, not including Letters of Reference)	☐
• Letters of Reference (No attachment-3 letters required)	☐
• Project Description and SOW	☐
1. Project Narrative (No Attachment, 15 page maximum)	☐
2. Organizational Chart(s) (No attachment)	☐
3. Scope of Work (Attachment 8)	☐
• Budget Justification (No Attachment)	☐
• Budget (No Attachment)	☐
• Additional Administrative Requirements	☐
✍ 1. Certification of Non-Acceptance of Tobacco Funds (Attachment 11)	☐
2. Current and Anticipated Incoming Funds (Attachment 9)	☐
3. Computer Hardware/Software Minimum Specifications (Attachment 12)	☐
✍ 4. Agency Documentation Requirements (Attachment 10)	☐
5. Proof of Non-Profit Status (No Attachment)	☐

NOTE: ✍ **DENOTES THE DOCUMENT REQUIRES A SIGNATURE BY THE PERSON AUTHORIZED TO BIND THE APPLICANT AGENCY. READ THE DOCUMENTS AND ALLOW TIME TO OBTAIN THE REQUIRED SIGNATURE.**

CONTACT INFORMATION FORM

*Agency Name:					
*Project Name:	Tobacco Education Clearinghouse of California (TECC)				
*Contract Number:	05-45867	*Federal Taxpayer ID Number:			
*Contract Amount:	$	*Project Type:	Statewide Clearinghouse		
*Contract Term:	From: 12/01/05 To: 12/31/10				
*Health Jurisdiction(s) project works in:	Statewide Clearinghouse				
*Region(s) your project works in:	Statewide Clearinghouse				
P.O. Box:					
*Street Address 1:					
Street Address 2:					
*City:		*State:		*Zip Code:	
*Phone:	( ) -	Fax:	( ) -		
Web:	http://				
E-mail:					

***Required Fields**

PROJECT DIRECTOR FORM

(Please provide information regarding the Project Director. If the Project Director does not provide day to day services on the project, then also provide information on the primary tobacco contact.)		
	Project Director	**Primary Tobacco Contact:** ☐ **Same as Project Director**
***First Name:**		
***Last Name:**		
Title:		
P.O. Box:		
***Street Address 1:**		
Street Address 2:		
***City:**		
***State:**		
***Zip Code:**		
***E-mail:**		
***Phone:**	( ) -	( ) -
***Fax:**	( ) -	( ) -

*****Required Field

FISCAL CONTACTS FORM

	Agency Fiscal Officer:	Day to Day Fiscal Contact:
***First Name:**		
***Last Name:**		
Title:		
P.O. Box:		
***Street Address 1:**		
Street Address 2:		
***City:**		
***State:**		
***Zip Code:**		
***E-mail:**		
***Phone:**	**( ) -**	**( ) -**
***Fax:**	**( ) -**	**( ) -**

*Required Field

OFFICIAL AGENCY SIGNATORY FORM

***First Name:**	
***Last Name:**	
***Title:**	
P.O. Box:	
***Street Address 1:**	
Street Address 2:	
***City:**	
***State:**	
***Zip Code:**	
***E-mail:**	
***Phone:**	**( ) -**
***Fax:**	**( ) -**

*Required Field

ATTACHMENT 8

Exhibit A

Scope of Work

Agency Name:

05-45867

Project Name: Tobacco Education Clearinghouse of California (TECC)	**Revision Date:**				**Report Period:**		
						For Progress Report Use Only	
Objectives/Activities/Evaluation	**©**	**%**	**Start/ End Date**	**Responsible Party**	**Tracking Measures**	**Document Number/ Letter**	**Actual Date(s) Completed**
Core Components:							

+ On file in office.

NOTE: A facsimile may be used in lieu of this form e.g., computer printouts providing the same information are acceptable. Use additional sheets if necessary.

CURRENT AND ANTICIPATED INCOMING FUNDS

December 1, 2005-December 31, 2010

LIST ALL INCOMING FUNDS FOR SERVICES THAT YOUR AGENCY RECEIVES EITHER DIRECTLY OR THROUGH A CONTRACT/GRANT

Specify Contract, Grant, or Allocation and Project Title	Funding Agency Name (Use Full Name)	Amount of Support	Funding Period
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	
		$	

(Revised 07/15/05)

AGENCY DOCUMENTATION REQUIREMENTS

The California Department of Health Services may audit contracts at any time. The documentation required for each audit may typically include, but is not limited to the following:

Fiscal Records

A. General Ledger, Journals, and Charts of Accounts
B. Cash Receipts and Disbursements Journal with Supporting Documents
C. Vendor Invoices to Support Expenditures
D. Program Remittance Advices from State Controller
E. Payroll Records, including, but not limited to personnel time sheets signed/dated by the employee and supervisor reflecting actual time worked on program.
F. Travel Log, Employee Expense Claims and appropriate receipts
G. Billing Records (Program Log)
H. State and Federal Tax Withholding Records
I. Financial Statements and Independent Auditor's Report
J. Computation of the Fringe Benefit of Fund Sources
K. Agency wide Budget and Listing of Fund Sources
L. Copies of Monthly Invoices to the State
M. Copies of Reimbursement Warrants and Remittance Advices from the State
N. Administrative Manuals such as Personnel Policies and Procedures, Travel Policies and Procedures

Program Records

A. Project Application (submitted in response to this RFA)
B. Contract and Contract Amendments
C. DHS/TCS Competitive Grantee Administrative and Policy Manual
D. Progress Reports and the Final Report
E. Program Audit Reports of Site Visits
F. Scope of Work
G. Correspondence Regarding the Contract and/or Subcontracts
H. Program implementation records that document the number of people served, materials developed activities conducted, etc. These records may include, but are not limited to logs, sign-in sheets, meeting minutes, survey and evaluation data, etc.

Other Records

A. Board of Director's Minutes and Articles of Incorporation
B. Non-Profit Approval Letter/Certification
C. Organization Chart (Agencywide) and Duty Statements
D. Program Correspondence Files
E. Other Program Audits of the Facility

AGENCY DOCUMENTATION REQUIREMENTS

I certify that the above will be available upon request by the DHS/TCS Program Consultant/Contract Manager and/or Auditors.

Director of Agency:		Agency Financial Management Official:	
______________________	/ /	______________________	/ /
Signature	Date	Signature	Date
______________________		______________________	
Print Name and Title		Print Name and Title	

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

____
Company/Organization Name

Please check one of the following:

☐ The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section. Acceptance of such funds during the term of the contract is grounds for termination.

☐ <u>University/Colleges Only</u>

The Principal Investigator of the university or college named above hereby certifies that he/she or any of the investigators associated with (either paid, voluntary, or in-kind) this contract have not received funding from nor had an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company within the last five (5) years prior to the start date of the contract period. In addition, the Principal Investigator of the university or college named above hereby certifies that he/she or any of the investigators associated with this contract will not accept funding from nor have an affiliation or contractual relationship with a tobacco company, any of its subsidiaries, or parent company during the term of the contract from the California Department of Health Services, Tobacco Control Section. Acceptance of such funds during the term of the contract is grounds for termination.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Director of Agency or Principal Investigator:

____ ____
Signature Date Print Name and Title

COMPUTER HARDWARE/SOFTWARE MINIMUM SPECIFICATIONS

The following hardware/software minimum specifications are necessary to ensure the proposed project has equipment for the purposes of: producing state-mandated progress reports, completing statewide independent evaluation instruments and reports, participating in PARTNERS and OTIS (Online Tobacco Information System).

Type	Minimum	# of Computers which meet the minimum
Hardware		
Processor	2.6 mhz, Pentium IV-class	
Hard Drive	40 Gigabyte	
RAM	512 Megabyte	
Monitor	17"	
Printer	HP Laserjet printer	
Network Card	10/100 ethernet network adapter card	
Peripherals	3.5" Floppy Disk Drive CD Rom + CD/RW Drive	
Modem	Local Area Network (LAN) LAN-based internet access or DSL service if available in area	
Software		
Operating System	Microsoft (MS) Windows 2000 or XP Professional	
Presentation	PowerPoint 2000	
Word Processing	Word 2000 (as part of Office 2000 Professional Suite)	
Spreadsheet	Excel 2000 (as part of Office 2000 Professional Suite)	
Database	MS Access (as part of Office 2000 Professional Suite)	
Broadband Internet Service Provider (ISP)	E-mail and internet access; or through existing LAN, if available.	
Internet Access	Broadband if available in area; or LAN internet access, if already available.	
Browsers	Internet Explorer v. 6.0	
Adobe Acrobat Reader	Adobe Acrobat Reader 6.0	
Statistical	Epi info version 3.3	
Antivirus Software	Required (most current version of any brand)	

① - If MS Office 2000 Professional is not available as part of the computer package, MS Office 2002 Professional, MS Office 2003 Professional, or MS Office XP Professional may be considered instead.
② - Such as AOL, Compuserve, Earthlink, MSN, SBC Communications, Inc., SureWest, or any other Broadband Internet Service Provider which provides E-mail and high-speed internet access.
③ - May be downloaded for free at http://www.cdc.gov/epiinfo/

VIII. TABLE OF CONTENTS FOR ENCLOSED APPENDICES

APPENDIX **PAGE**

CALIFORNIA'S TOBACCO CONTROL PROGRAM

The scope of the health education campaign launched by the Department of Health Services, Tobacco Control Section (DHS/TCS) is addressed in the Health and Safety (H&S) Code, Part 3, Chapter 1, commencing with Section 104350. These statutes authorize DHS/TCS to fund a variety of innovative approaches to reduce tobacco use. These approaches include funding for local programs, including: 1) county and city health departments; 2) competitively selected community agencies through a competitive grant program; 3) statewide projects; 4) a statewide media campaign; and 5) an extensive evaluation of the entire Tobacco Control Program (TCP). The following is a description of key projects funded by DHS/TCS, as of July 2005:

A. **Local Programs**: The Local Programs Component provides training and technical assistance to the field, promotes advocacy campaigns and policy development, assists with educational materials development, and coordinates statewide campaigns such as Project SMART $ (Sponsorship Mission: Avoid Reliance on Tobacco [Money]), the Strategic Tobacco Retail Effort (STORE) Campaign, and the Live, Work, and Play Campaign. Local Programs also convenes expert Workgroups (current Workgroups include Secondhand Smoke [SHS], Point-Of-Sale-Practices, Project SMART $, and Alternative Tobacco) which provide advice on campaign strategy and development of specialty educational materials. These Workgroups are comprised of members of DHS/TCS-funded projects that have expertise in specific areas of tobacco control.

   For additional information about local projects, review the DHS/TCS-funded project lists at http://www.dhs.ca.gov/tobacco/html/requestforapplications.htm, RFP TCS 05-45867, Supplemental Materials.

   Four groups comprise Local Programs:

   1. **Local Health Departments**: Each of the 58 county and 3 city health departments are designated as Local Lead Agencies (LLAs). As the lead tobacco control agency at the community level, the LLA is responsible for coordinating information, referral, outreach, and education activities within its respective health jurisdiction. In general, the LLA is the lead on local community policy development, facilitation of enforcement of tobacco control laws, and local provision of tobacco cessation services.

   2. **Competitive Grantees**: The competitive grant program funds a variety of community, statewide, and pilot projects. The agencies funded through this program are nonprofit agencies and may include community-based organizations, voluntary health organizations, health clinics, ethnic organizations, labor organizations, and youth organizations. These agencies

implement programs specifically designed to reach local priority populations, including youth, young adults, ethnic/minority groups, low socio-economic status (SES) groups, lesbian/gay/bisexual/transgender (LGBT) groups, labor, and other groups with high rates of smoking. Approximately 48 projects are currently funded.

3. **Partnerships for Priority Populations**: Seven nonprofit organizations are funded through the California Partnerships for Priority Populations program to provide a variety of population-specific, tobacco-control services and advocacy campaigns statewide. These statewide projects provide training and technical assistance to DHS/TCS contactors and conduct specific advocacy campaigns. The advocacy campaigns are supposed to develop turnkey products that would have statewide distribution. The Partnerships for Priority Populations include: African American Tobacco Education Partnership (AATEP), Asian American and Pacific Islander Tobacco Education Partnership (AAPI Partnership), Hispanic/Latino Tobacco Education Partnership (H/LTEP), American Indian Tobacco Education Partnership (AITEP), Lesbian, Gay, Bisexual and Transgender Tobacco Education Partnership (LGBT Partnership), Building Trades Unions Ignite Less Tobacco (BUILT), and the partnership addressing low SES individuals entitled Resources and Education Supporting People Everywhere Controlling Tobacco (RESPECT).

4. **Statewide Grants**: DHS/TCS funds several grants that are designed to have a statewide impact, by providing technical assistance and/or services throughout California. Statewide grants offering assistance to DHS/TCS-funded projects are the Tobacco Education Clearinghouse of California (TECC), California Smokers' Helpline (1-800-NO BUTTS), Technical Assistance Legal Center (TALC), The Center for Tobacco Policy and Organizing (The Center), California Youth Advocacy Network (CYAN), Council for Responsible Public Investment (CRPI), and the California Clean Air Program (C-CAP).

B. **Statewide Media Campaign**: The statewide Tobacco Control Media Campaign (TCMC) consists of a Tobacco Control Advertising Campaign (TCAC) and a Tobacco Control Public Relations Campaign (TCPRC). Both include linguistically and culturally relevant ethnic-specific campaigns. The TCMC utilizes thought-provoking messages to effectively communicate the dangers of tobacco use, the impact of SHS, and the tobacco industry's (TI) marketing ploys. The TCPRC includes communications planning and implementation, media relations and advocacy, technical assistance to local programs, grassroots coalition building, promotional event development, news conference coordination, media alerts and press releases, and media monitoring. The advertising and public relations components must be synergetic, delivering clear, powerful messages, with the greatest reach and frequency possible.

C. **Data Analysis and Evaluation**: DHS/TCS tracks and evaluates adult and youth tobacco knowledge, attitudes, and behavior through telephone and in-school surveys. These surveys also provide information about public opinion and knowledge related to tobacco use, which enables the other tobacco control components to more appropriately target their education and media outreach. Additionally, both in-house and independent evaluations of all tobacco control components are conducted to monitor progress toward reaching program goals and objectives, and to determine which strategies are most effective in reducing tobacco use. Evaluation data is incorporated into advertising strategies.

As noted previously, the California TCP has four broad program priorities. These four priorities and the rationale for them are discussed below:

1. **Counter Pro-Tobacco Influences in the Community**

TI advertising and promotions are major social and economic forces aimed at promoting tobacco use. While the 1998 Master Settlement Agreement (MSA) with the tobacco companies mandated changes in the behavior of the industry, including specific prohibitions against advertising and promotional strategies that target youth, eliminating TI influence in local communities remains one of the highest priorities for California's TCP. The TI continues to maintain massive expenditures on advertising and promotion campaigns. In 2002, the TI spent $57.95 per capita in California compared to only $3.55 per capita by the California TCP. The number of tobacco industry sponsored events in California increased by more than 75 percent from 2001 to 2002. As a result, Californians are exposed to saturation levels of media, which both stimulate adult consumption of cigarettes and increase the risk of youth initiation. Tobacco companies sponsor and strategically target specific community events, such as rodeos, festivals, concerts, and ethnic-specific cultural events to create the perception that the use of tobacco is condoned by those events and is glamorous, social, and normal. In addition, the motion picture industry has increasingly dramatized the use of tobacco in movies, thus aiding in recruiting thousands of new adolescent smokers.

Counter-marketing strategies can have a powerful influence on public support for tobacco control and set a supportive climate for community and school-based efforts. Counter-marketing activities can promote smoking cessation and decrease the likelihood of initiation. Counter-marketing consists of a wide range of efforts, including paid television, radio, billboards, and print advertisements. Media advocacy and other public relations techniques include press releases, local tobacco-free events, and health promotion activities, as well as efforts to reduce or replace TI sponsorship and promotions. Research on counter-marketing suggests that successful media interventions must have sufficient reach, frequency, and duration.

Countering pro-tobacco influence strategies include:

- Educating the public and high-risk groups about the marketing and promotion practices of the TI.
- Interventions to eliminate the TI's presence and influence in California's communities, including racial and ethnic groups, LGBT, and low SES groups through sponsorship, corporate donations, print advertising, etc.
- Tracking and reporting TI MSA violations.
- Enforcement of policies to reduce exposure to tobacco advertising and promotions.
- Countering efforts to block or weaken regulation of tobacco or existing tobacco control policies.
- Passing local resolutions supporting smoke-free movies.
- Exposing the manipulation of tobacco product advertising to appear less harmful (e.g., light and low tar cigarettes).
- Adopting policies that reduce tobacco corporate donations and increase divestment of tobacco stock.

In addition, because of the increase in smoking among young adults (18- to 29- year-olds), strategies are needed to impact this population and counter TI tactics that position tobacco use as "edgy" and "cool."

Countering pro-tobacco influence in the community priorities include eliminating tobacco sponsorship in rodeos, motor sports and community events, restricting tobacco use in films, and countering the TI's presence at bars and fraternities.

2. **Reduce Exposure to Secondhand Smoke (SHS) and Increase the Number of Smoke-Free Public Spaces, Worksites, Schools, and Communities**

The risks of tobacco use extend beyond the actual user. Exposure to SHS increases nonsmokers' risk for lung cancer and heart disease. Among children, SHS is also associated with serious respiratory problems, including asthma, pneumonia and bronchitis, sudden infant death syndrome, and low-birth weight. Between 1994 and 2003, the percent of Californians with children under the age of 18 that do not allow smoking at home increased by

23 percent. As of 2003, 77.5 percent do not allow smoking in their household. In addition, in 2002, 49.0 percent of all California smokers report living in smoke-free homes, compared to 19.8 percent in 1993.

In 1994, the California State Legislature enacted the Smoke-Free Workplace Act, Assembly Bill (AB) 13 (Labor Code [LC] Section 6404.5). This law prohibited smoking in most enclosed worksites with limited exemptions. January 1, 1998, ushered in the second phase of LC Section 6404.5, which extended the no smoking policy to bars, taverns, and gaming clubs. Education was provided by all Proposition 99-funded agencies to employers, employees, and the public about the health effects of SHS and the need for restrictions. These efforts continue to build support for the restrictions and increase compliance with the law. Continued enforcement activities, including reporting violations of clean indoor air ordinances and laws, and prompt investigation, along with a graduated series of civil warnings and penalties, also remain critical to the continued success of LC Section 6404.5. As nearly two-thirds of those still exposed to SHS reported daily workplace exposure, protecting California workers from the effects of SHS and helping large numbers of smokers to get the environmental support they need to quit smoking, remains a high priority for California's TCP.

The health of nonsmokers is protected by the enforcement of public and private policies that reduce or eliminate exposure to SHS. Studies have shown that enforcement of worksite smoking bans protects nonsmokers and decreases the number of cigarettes that employees smoke during the workday. This cause and effect relationship has been substantiated on a large scale by the California experience in the overall decline in tobacco consumption and smoking prevalence. Since 1988, per capita cigarette consumption has declined 60 percent in California. The average daily cigarette consumption reported by everyday smokers was 15.1 cigarettes per day in 2002, a 16 percent decline from 1994. The proportion of current smokers who are considered light or non-daily smokers has steadily increased in California.

In 2001, AB 188 (H&S Code Section 104495) was signed into law, establishing smoke-free playgrounds and tot lots. In 2002, the law was extended to smoke-free boundaries within 25 feet of playgrounds (AB 1867). On January 1, 2004, another law protecting Californians took effect. AB 846 (Government Code Sections 7596-7598) prohibits smoking within 20 feet of doorways in buildings owned or leased by the state, counties, and municipalities. This includes the University of California (UC) and California State University (CSU) campuses, as well as community colleges. These bills may not have become law if it were not for the commitment of TCPs who first passed similar policies at the local level.

SHS protection priorities over the next several years include addressing SHS exposure in workplaces not covered through AB 13, such as worksites with fewer than five employees, owner-operated businesses, and American-Indian casinos. Since state and local laws cover most smoke-free indoor areas, SHS protection is also a priority in these areas: multi-unit apartments and condominiums, outdoor areas of restaurants and restaurant/bars, and parks and beaches. Public polling has consistently shown strong support for smoke-free outdoor areas including entertainment venues, doorways, and parks.

3. **Reduce Availability of Tobacco Products**

Almost all adult tobacco users reported having begun smoking before they became adults and were legally able to purchase tobacco. Historically, tobacco uptake has followed a predictable pattern that begins with experimentation by pre-teens, progressing to intermittent use around 13 to 14 years old, then regular use at 15 to 16 years old, to becoming an addicted smoker around 16 to 18 years of age. According to the 2002 California Tobacco Survey (CTS), 23.9 of experimental youth smokers bought their own cigarettes, compared to 72.1 percent of current, established youth smokers. Younger youth frequently obtain cigarettes from older youth that can buy cigarettes.

The California experience shows that the combination of enforcing laws that restrict tobacco sales to minors, educating merchants about the penalties for violating the Stop Tobacco Access to Kids Enforcement (STAKE) Act and Penal Code Section 308 (a), and frequent, unannounced retailer compliance checks can reduce illegal sales of tobacco products to minors. Overall, California has seen a significant drop in the rate of illegal tobacco sales, despite some fluctuation. The sales rate was 52.1 percent in 1994, 37.0 percent in 1995, 13.1 percent in 1998, and 14.0 percent in 2004. However, certain types of stores continue to sell tobacco at high rates. In 2004, deli, meat, and produce markets had the highest illegal sales rates at 31.5 percent, followed by “other” types of stores, such as discount “dollar” stores, gift stores, and doughnut shops at 23.7 percent. Drugstores and pharmacies sold the next highest at 18.1 percent. Local communities also frequently report higher rates of sale than the statewide average. In addition to a decline in the statewide rate of illegal tobacco sales to minors, there has been a huge drop in the percent who think it is easy to buy a pack of cigarettes, from 51.5 percent in 1996 to 26.7 percent in 1999, to 21.7 percent in 2003. Despite these declines, continued interventions are needed to reduce youth access to tobacco.

While historically, the uptake of tobacco takes place in the high school years, more recent California data from the 2002 CTS suggests that current smokers are completing the uptake process as young adults rather than as adolescents. Reducing the ready availability of tobacco products in the community may be one means to prevent these young adults from becoming addicted smokers.

Community-driven local policies plan a significant role in reducing the availability of tobacco products. These include, but are not limited to, tobacco retail licensure, self-service display policies, and conditional use permits that limit the location and number of retailers who sell tobacco in a specific jurisdiction.

California laws that went into effect between 2002 and 2004 pertaining to youth access include the following:

a. Sale of Bidis (Penal Code §308.1, Senate Bill [SB] 322): Prohibits the sale, distribution, or importation of “bidis” (also known as “beedies,” defined as products containing tobacco wrapped in temburni leaf or tendu leaf) except at businesses that prohibit minors.

b. Minimum Pack Size (Penal Code §308.3, SB 757): Cigarettes may not be manufactured, distributed, sold, or offered for sale in packages of less than 20. Roll-your-own tobacco may not be manufactured, distributed, sold, or offered for sale in a package containing no less than 0.60 ounces.

c. Tobacco Product Samples and Coupons (H & S Code §118950, Senate Bill [SB] 757): State law previously prohibited the distribution of free or low-cost cigarettes or smokeless tobacco products (or coupons or rebate offers for such products) on public grounds, such as state or county-owned fairgrounds. This new law prohibits the distribution of free or low-cost tobacco products, coupons, coupon offers, and rebate offers on private grounds that are open to the public, such as race tracks or retail outlets.

d. Self-Service Cigarette Sales (Business and Professions Code §22962, SB 757): Prohibits the sale or display of tobacco products and paraphernalia through a self-service display, which is an open display of cigarettes accessible to the public without clerk assistance.

e. Retailer licensing of Tobacco Products (California Cigarette and Tobacco Products Licensing Act of 2003 – AB 71): Requires businesses in California that sell cigarettes and other tobacco products to the public to have a license.

Reducing the availability of tobacco priorities over the next several years include eliminating free sampling of tobacco products, promoting strong local retail license laws which earmark funds for enforcement of retail tobacco control laws, and eliminating the sale of tobacco products through pharmacies and drug stores.

Harm Reduction

Cigarette manufacturers are in the process of bringing to market and testing modified cigarette products (which burn tobacco) and cigarette-like delivery devices that deliver nicotine without burning tobacco as well as modified smokeless tobacco products. These products are geared toward tobacco users who are concerned about their health and are subtly marketed as an alternative to quitting. They are also offered as a means to cope with clean indoor air policies and thus undermine the impact that clean indoor air policies have in terms of decreasing cigarette consumption and promoting quit attempts. The four million adult smokers in California represent a lucrative market base which tobacco companies would like to maintain rather than have these consumers quit. Consumer education and local public policy action are needed to restrict the sale of these products until they are demonstrated to significantly decrease health risks (not just exposure to one or more toxins) and that their use will not decrease the motivation of smokers to quit altogether, increase tobacco use initiation by young people, undermine the cessation effects of SHS policies, or undermine investment in proven strategies used by comprehensive tobacco control programs. These nicotine maintenance products include:

- *Ariva* (Star Scientific) a mint-flavored lozenge the size of a tic tac® mint, 60 percent of which is a compressed tobacco powder, but which comes in the shape of a candy like product and is packaged like a smoking cessation product.

- *Omni* (Vector Tobacco Ltd.) which has been advertised with the slogan, "Reduced carcinogens. Premium taste" and *Advance* (Brown and Williamson) which has been advertised in test markets with the slogan, "All of the taste … less of the toxin."

- *Eclipse* (R.J. Reynolds Tobacco Holdings, Inc.) which is a cigarette-like delivery device that heats tobacco rather than burning it. Slogans to promote the product include, "May present less risk of certain smoking related diseases," "Leaves no lingering odor," and "Reduces secondhand smoke by 80 %."

- *Exalt* (GothiaTek) is Swedish snus, a type of low nitrosome smokeless tobacco which is being promoted by the manufacturer as a means "to reduce the adverse health, social, and economic consequences of nicotine use without requiring abstinence." Presently it is only available for sale in Illinois, Minnesota, New York, North Carolina, Ohio, Virginia, and the District of Columbia.

- *Accord* (Philip Morris USA), a non-tobacco burning cigarette which is described by Philip Morris as a smoking system that provides the traditional smoking pleasure of an ultra-light cigarette with no sidestream smoke, no ashes, and virtually no lingering odor. The system differs from traditional cigarettes in that a smoker must smoke the specially designed cigarette while partially inside an electronic Puff Activated Lighter™ that heats the tobacco in the cigarette to burn temperature each time the smoker takes a puff.

4. **Promote Availability of Cessation Services**

Since social norms have shifted from the acceptability of smoking and cigarette prices have risen substantially, a greater percentage of smokers are trying to quit. More than three out of every four California smokers say they would like to stop smoking. Data from the Behavioral Risk Factor Survey (BRFS) and California Adult Tobacco Survey (CATS) has shown that use of cessation assistance has increased since 1997. Between 1997 and 2004, the percentage of smokers who used counseling advice during quit attempts has almost doubled to about 10 percent. In addition, the use of self-help materials has increased by 84.0 percent over this period from 6.7 to 12.3 percent, and the use of nicotine replacement therapy has more than doubled from 11.4 to 23.7 percent.

While recognizing that in California, 75.7 percent of smokers report quitting without assistance (CTS, 2002), DHS/TCS funds free tobacco cessation assistance for adults and teens from the California Smokers' Helpline. DHS/TCS contractors are encouraged to publicize the availability of the California Smokers' Helpline, which offers counseling in English, Spanish, Vietnamese, Korean, Mandarin, and Cantonese, and has tailored services for chew tobacco users, hearing impaired, youth, and pregnant women. Also, many DHS/TCS contractors provide direct cessation services at no cost or for a nominal fee. In addition to providing direct tobacco cessation services, DHS/TCS contractors can also promote system changes that support population-based cessation services, such as introducing cessation in large managed health care plans, coordinating with low income clinics providing health care to indigent populations, and university/college health centers that serve priority populations providing physicians, nurses, dentists, and dental hygienists with training, to establish systematized patient education and treatment programs in private offices and clinics, cooperating with the American Cancer Society to sponsor the local Great American Smokeout, etc.

Past experience demonstrates that the media campaign, coupled with the California's Smokers' Helpline, and supported at the community level by cessation programs, successfully assist youth and adult smokers in quitting.

Smoking cessation is a complex and often-extended process with several repeated quit attempts until success is achieved. As social norms shift away from its acceptability and more smokers become aware of health issues related to smoking, the level of motivation to quit across the entire population of smokers increases, and motivation by smokers to quit on their own increases. As such, cessation becomes the outcome rather than the intervention. However, there is a downside. Some smokers may switch to smokeless tobacco or "harm reduction" products to avoid the social negative stigma of being a smoker or to avoid exposing others to SHS. They may be misled into believing that such products may reduce risk of disease, when in reality, there are no safe tobacco products.

State of California
Bill Jones
Secretary of State

STATEMENT BY DOMESTIC NONPROFIT CORPORATION

Filing Fee $20.00 – If Amendment, See Instructions

IMPORTANT – Read Instructions Before Completing This Form

1. CORPORATE NAME: (Do not alter if name is preprinted.)

This Space For Filing Use Only

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE IN CALIFORNIA, IF ANY (If none, complete 3) | CITY AND STATE | ZIP CODE

3. MAILING ADDRESS | CITY AND STATE | ZIP CODE

LIST THE NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS: (The corporation must have these three officers. The appropriate title for the officer may be added but do not alter or obliterate the form.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
5. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE

7. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:
[ ] AN INDIVIDUAL RESIDING IN CALIFORNIA.
[ ] A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.
AGENT'S NAME:______________________________

8. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** | CITY | **CA** | ZIP CODE

COMMON INTEREST DEVELOPMENT ASSOCIATION (Civil Code Section 1350, et seq.)

9. ☐ THIS CORPORATION IS NOT AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT (PROCEED TO ITEM 11)

10. ☐ THIS CORPORATION IS AN ASSOCIATION FORMED TO MANAGE A COMMON INTEREST DEVELOPMENT UNDER THE DAVIS-STIRLING COMMON INTEREST DEVELOPMENT ACT. (PROCEED TO ITEM 10A AND 10B)

10A. BUSINESS OFFICE STREET ADDRESS OR PHYSICAL LOCATION OF DEVELOPMENT, INCLUDING NINE-DIGIT ZIP CODE

10B. NAME AND ADDRESS OF THE MANAGING AGENT

11. THIS STATEMENT IS TRUE, CORRECT AND COMPLETE.

TYPE OR PRINT NAME OF OFFICER OR AGENT	SIGNATURE	TITLE	DATE

SO-100 (REV. 10/2001) Approved by Secretary of State

INSTRUCTIONS FOR COMPLETING THE STATEMENT BY DOMESTIC NONPROFIT CORPORATION

Type or legibly print in black or blue ink.

Statutory filing provisions are found in California Corporations Code Sections 6210, 8210 and 9660, unless otherwise indicated.

Every **domestic corporation** shall file a statement with the California Secretary of State, within 90 days after filing of its original Articles of Incorporation, and biennially thereafter during the applicable filing period. The applicable filing period for a corporation shall be the end of the calendar month during which its original Articles of Incorporation were filed and the immediately preceding five calendar months.

FILING FEES: If this statement is the initial 90-day statement or a biennial statement, a **$20.00** filing fee must accompany this statement.
Amendment: If this statement is being filed to amend any information on a previously filed statement, and is not a biennial filing, **no fee** is required.

A corporation is required to file a statement even though it may not be actively engaged in business at the time this statement is due.

Failure to file this completed form by its due date will result in the assessment of a penalty. The penalty for domestic nonprofit corporations is $50 (California Corporations Code Sections 6810 and 8810). See also California Revenue and Taxation Code Section 19141.

For further information, contact the Statement of Officers Unit at (916) 657-3537.

- **Make check(s) payable to the Secretary of State**. Send the executed document and filing fee to:
  California Secretary of State, Statement of Officers, P.O. Box 944230, Sacramento, CA 94244-2300

- The Secretary of State will endorse file one copy of the filed statement at no additional cost, provided that the copy is submitted to the Secretary of State along with the original to be filed.

Fill in the items as follows:

Item 1. Do not alter the preprinted corporate name. If the corporation name has been changed and is not correct, please attach a statement indicating the correct name and the date the name change amendment was filed with the Secretary of State. If the space is blank, enter the **exact** corporate name and number.

Item 2. Enter the complete street address, city, state and zip code, of the principal executive office in California, if any. DO NOT enter a P.O. Box or abbreviate the name of the city.

Item 3. Enter the mailing address of the corporation.

Items 4-6. Enter the name and complete business or residence address of the corporation's chief executive officer (i.e. president), secretary and chief financial officer (i.e. treasurer). DO NOT abbreviate the name of the city. The corporation must have these three officers. An officer may hold more than one office **EXCEPT** in a nonprofit **public benefit** or **religious** corporation, neither the secretary nor the chief financial officer may serve concurrently as the president or chairman of the board (California Corporations Code Sections 5213 and 9213). Please note, unless otherwise provided in the Articles of Incorporation or Bylaws, the president, or if there is no president the chairman of the board, is the chief executive officer of the corporation. You may add a title appropriate for your corporation but, **do not alter or obliterate preprinted titles**.

Item 7. Enter the name of the agent for service of process in California. The person named as agent must be a resident of California or a corporation which has filed a certificate pursuant to California Corporations Code Section 1505. If an individual is designated as agent, proceed to Item 8. If a corporation is designated, proceed to Item 9 (do not complete Item 8). **Please Note:** A corporation cannot name itself as agent for service of process.

Item 8. If an individual is designated as the agent for service of process, enter a business or residential address in California. DO NOT enter "in care of" (c/o) or abbreviate the name of the city. DO NOT enter an address if a corporation is designated as the agent for service of process.

Civil Code Section 1350, et seq., mandates that a corporation formed on behalf of common interest development associations furnish specific additional information when filing a statement pursuant to California Corporations Code Section 1502.

Item 9. Check the box if the corporation was not formed to manage a common interest development under the Davis-Stirling Common Interest Development Act and proceed to Item 11.

Item 10. Check the box if the corporation was formed to manage a common interest development under the Davis-Stirling Common Interest Development Act.

Item 10A. Enter the business or corporate office of the association, if any. If the office is not on the site of the common interest development, state the nine-digit zip code, front street, and nearest cross street for the physical location of the common interest development.

Item 10B. Enter the name and address of the association's managing agent, if any. (Civil Code Section 1363.5)

Item 11. Type or print name and title of the officer or agent completing the form. Enter the date the form is completed.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. 0. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Employer Identification Number:
xx-xxxxxxx
DLN:
xxxxxxxxx
Contact Person:
XXXX XXXXX
Contact Telephone Number:
(XXX) XXX-XXXX
Accounting Period Ending:
March 31
Foundation Status Classification:
170 (b) (1) (A) (vi)
Advance Ruling Period Begins:
January 22, 1997
Advance Ruling Period Ends:
March 31, 2001
Addendum Applies:
None

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509 (a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509 (a) (1) and 170 (b) (1) (A) (vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509 (a) (1) or 509 (a) (2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

Letter 1045 (DO/CG)

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may dad-act contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning January 22, 1997.

You are not required to file Form 990, Return of Organization Exempt From income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax an unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of $20 per day for each day there is a failure to comply (up to a maximum of $10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have; any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely Yours,

District Director

TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

BEVERAGES

Coffee

General Foods International Coffees
Gevalia
Maxim
Maxwell House
Sanka
Starbucks*
Yuban

Frozen Treats

Mr. Freeze
Kool-Aid Slushies

Powdered Soft Drinks

Country Time
Crystal Light
Kool-Aid
Tang

Ready-to-Drink

Capri Sun*
Country Time
Crystal Light
Kool-Aid Bursts
Tang
Total Balance

CONVENIENT MEALS

Bacon

Oscar Mayer
Louis Rich

Cold Cuts

Oscar Mayer
Louis Rich

Dinner Kits

Stove Top Oven Classics
Taco Bell*

Frozen Pizza

California Pizza Kitchen*
DiGiorno
Jack's
Tombstone

Hot Dogs

Oscar Mayer

Lunch Combinations

Lunchables

Macaroni & Cheese Dinner

Kraft
Kraft Easy Mac
Velveeta

Meat Alternatives

Boca

Meat Snacks

Tombstone

Pastas and Sauces

DiGiorno

CHEESE

Cold Pack Cheese

Woody's

Cottage Cheese

Breakstone's
Knudsen
Light n' Lively

Cream Cheese

Philadelphia
Temp-tee

Grated Cheese

Kraft

Natural Cheese

Athenos
Churny
Cracker Barrel
DiGiorno
Handi-Snacks

TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Harvest Moon
Hoffman's
Kraft
Polly-O

Process Cheese Loaves

Kraft Deluxe
Old English
Velveeta

Process Cheese Sauce

Cheez Whiz

Process Cheese Slices

Kraft Deli Deluxe
Kraft Free Singles
Kraft Singles
Kraft 2% Milk Singles
Velveeta

Process Cheese Spread

Easy Cheese

GROCERY

Baking Chocolate/Coconut

Baker's

Baking Powder

Calumet

Barbecue Sauce

Bull's-Eye
Kraft

Breakfast Beverage

Postum

Coating Mix

Shake ‘n Bake
Oven Fry

Condiments

Grey Poupon
Kraft
Sauceworks

Cooked Cereal

Cream of Wheat

Cereal Bars

Nabisco

Dips

Kraft

Dog Biscuits

Milk-Bone

Dry Packaged Desserts

Dream Whip
D-Zerta
Jell-O
Minute

Energy Bars

Balance
Oasis Bars

Fruit Preservatives

Ever Fresh

Frozen Whipped Topping

Cool Whip

Ice Cream Topping

Kraft

Margarine

Parkay (Puerto Rico only)

Pasta Salads

Kraft

Pectins

Certo
Sure-Jell

TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Pickles/Sauerkraut

Claussen

Pie Crusts

Honey Maid
Nilla
Oreo

Ready-to-Eat Cereals

Post
Alpha-Bits
Banana Nut Crunch
Blueberry Morning
Cinna-Cluster Raisin Bran
Cranberry Almond Crunch
Frosted Shredded Wheat
Fruit & Fiber
Golden Crisp
Grape-Nuts
Great Grains
Honey Bunches of Oats
Honeycomb
Nabisco (Puerto Rico only)
Natural Bran Flakes
Oreo O's
Pebbles*
Raisin Bran
Shredded Wheat
Shredded Wheat ‘n Bran
Spoon Size Shredded Wheat
Toasties
Waffle Crisp
100% Bran

Rice

Minute Rice

Salad Dressings

Good Seasons
Kraft
Seven Seas

Sour Cream

Breakstone's
Knudsen

Spoonable Dressing

Kraft Mayo
Miracle Whip

Steak Sauce, Marinade, Worcestershire

A. 1.

Stuffing Mix

Stove Top

Toaster Pastries

Kool Stuf

Yogurt

Breyers*
Jell-O
Light n' Lively

Snacks

Cookies
Barnum's Animals
Biscos
Café Creme
Cameo
Chips Ahoy!
Crispin (Puerto Rico only)
Dad's
Danish (Puerto Rico only)
Famous Chocolate Wafers
Family Favorites
Old Fashioned
Ginger Snaps
Hony Bran (Puerto Rico only)
Konitos (Puerto Rico only)
Lorna Doone
Mallomars
Marshmallow Twirls
Nabisco (Puerto Rico only)
National Arrowroot
Newtons
Nilla
Nutter Butter
Oreo
Peak Freans
Pecan Passion
Pecanz
Pinwheels
SnackWell's
Social Tea
Stella D'oro
Sweetie Pie (Puerto Rico only)
Teddy Grahams
Wild Thornberry's

TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

*__Crackers__

Air Crisps
Better Cheddars
Cheese Nips
Club Social (Puerto Rico only)
Crown Pilot
Doo Dad
Flavor Crisps
Harvest Crisps
Honey Maid
Nabisco Grahams
Nabs
Premium
Ritz
Royal Lunch
SnackWell's
Stoned Wheat Thins
Sportz (Puerto Rico only)
Sultana (Puerto Rico only)
Triscuit
Uneeda
Wheatsworth
Wheat Thins
Zwieback

Ice Cream Cones

Comet Cups

Packaged Food Combinations

Handi-Snacks
Lunchables

Refrigerated Ready-to-Eat Desserts

Jell-O
Handi-Snacks

Snack Nuts

Corn Nuts
PB Crisps
Planters

Sugar Confectionery

Altoids
Callard & Bowser
CremeSavers
Jet-Puffed
Kraft Caramels
Life Savers
Milka L'il Scoops
Nabisco Fun Fruits
Terry's
Tobler
Toblerone
Trolli

Miller Brands**

Miller Beer
Miller Genuine Draft
Miller High Life
Sharp's non-alcohol brew
Milwaukee's Best
Meister Brau
Magnum Malt Liquor
Henry Weinhard's
Hamm's
Olde English 800 Malt Liquor
Mickey's Malt Liquor
Red Dog
ICEHOUSE
Southpaw
Leinenkugel
Celis
Pale Rider
Shipyard Export Ale
Goat Island Ale
Fuggles Pale Ale
Old Thumper Extra Special Ale
Blue Fin Stout
Longfellow Ale
Mystic Seaport Pale Ale
Chamberlain Pale Ale
Sirius
Prelude Ale
Molson
Foster's Lager
Sheaf Stout
Presidente
Shanghai

*Kraft is the distributer for these brands:

-Breyers is a registered trademark owned and licensed by Unilever, N.V.
-Capri Sun is a registered trademark of Rudolf Wild GmbH & Co. KG, used under license.
-California Pizza Kitchen is a trademark owned and licensed by California Pizza Kitchen, Inc.
-Jenny Craig is a registered trademark of Jenny Craig, Inc., used under license.
-Pebbles is a registered trademark of Hanna-Barbera

Productions, Inc. Licensed by Hanna-Barbera Productions, Inc.
-Starbucks is a registered trademark of Starbucks U.S. Brands Corporation.
-Nickelodeon and all related titles, characters and logos are trademarks owned and licensed by Viacom International Inc. All rights reserved.
-Taco Bell is a registered trademark owned and licensed by Taco Bell Corp.

**Altria Group, Inc. holds a 36% economic interest in SABMiller plc as a result of the 2002 Miller Brewing Company merger into South African Breweries plc, which formed SABMiller plc, the world's second-largest brewer.

TOBACCO SUBSIDIARY PRODUCTS
United States Smokeless Tobacco Company

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occurs.

Wines

Chateau Ste. Michelle
Columbia Crest
Domaine Ste. Michelle
Villa Mt. Eden
Conn Creek
Northstar
Snoqualmie

Revised 7/27/05

INTELLECTUAL PROPERTY RIGHTS

The following is the intellectual property rights language in the DHS/TCS grant:

a. Contractor shall grant to DHS/TCS, as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, provided, or produced under this agreement that is not fixed in any tangible medium of expression.

b. Subject to terms, conditions, and limitations contained in this agreement and subject to the performance of all terms and conditions stated in this agreement, DHS/TCS grants to the Contractor a non-exclusive license to use, duplicate, distribute, and permit others to use Works created, produced or developed under this agreement for the purpose of carrying out the terms and conditions of this agreement, consistent with any limitations set forth in this agreement.

c. If the Contractor enters into any agreement or subcontract with another party in order to perform this agreement, Contractor shall require the other party to grant DHS/TCS ownership in any original work or authorship created, provided, or produced by the subcontractor, Contractor or DHS/TCS under this agreement that is not fixed in any tangible medium of expression, as permitted under California Civil Code Section 982.

d. During the contracting phase of this process, DHS/TCS shall negotiate with the Contractor to determine the number of camera-ready and completed versions of each deliverable DHS/TCS will receive. It is anticipated that DHS/TCS will use deliverables in future tobacco control programs.

e. Ownership

(1) Except where DHS/TCS has agreed in a signed writing to accept a license, DHS/TCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHS/TCS and which result directly or indirectly from this agreement.

(2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of United States, or any other state, country, or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS/TCS’ Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS/TCS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS/TCS. **Except as otherwise set forth herein, neither the Contractor nor DHS/TCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHS/TCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS/TCS in the third-party’s license agreement.

(4) Contractor agrees to cooperate with DHS/TCS in establishing or maintaining DHS/TCS’ exclusive rights in the Intellectual Property, and in assuring DHS/TCS’ sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS/TCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS/TCS and which result directly or indirectly from this agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHS/TCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS/TCS’ Intellectual Property rights and interests.

f. Retained Rights/License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS/TCS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS/TCS without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-ternminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor’s Intellectual Property with the right to

sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title, and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS/TCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

g. Copyright

(1) Contractor agrees that for purposes of copyright law, all works (as defined in Section a, subparagraph (2)(a) of this provision) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS/TCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS/TCS and which result directly or indirectly from this agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS/TCS and which result directly or indirectly from this agreement, shall include DHS/TCS' notice of copyright, which shall read in 3mm or larger typeface: "© 2005, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

h. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to DHS/TCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to DHS/TCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS/TCS in securing United States and foreign patents with respect thereto.

i. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS/TCS' prior written approval; and (ii) granting to or obtaining for DHS/TCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and DHS/TCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to DHS/TCS.

j. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this agreement;

(b) It has secured or will secure all rights and licenses necessary for its performance of this agreement.

(c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS/TCS and which result directly or indirectly from this agreement will infringe upon or violate Any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not g`rant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHS/TCS in this agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has not knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

(2) DHS/TCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

k. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless DHS/TCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products. (“Indemnitees”) from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney’s fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, convenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property, infringement, or any other type of actual or alleged infringement claim, arising out of DHS/TCS’ use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS/TCS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark, or copyright registration that issued after the effective date of this agreement. DHS/TCS reserves the right to participate in and/or control, at Contractor’s expense, any such infringement action brought against DHS/TCS.

(2) Should any Intellectual Property licensed by the Contractor to DHS/TCS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS/TCS’ right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS/TCS. DHS/TCS shall have the right to monitor and appear through its own counsel (at Contractor’s expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHS/TCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonable available, DHS/TCS shall be entitled to a refund of all monies paid under this agreement without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHS/TCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS/TCS would suffer irreparable harm in the event of such breach and agrees DHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

l. Federal Funding

In any agreement funded in whole or in part by the federal government, DHS/TCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

m. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

TRAVEL REIMBURSEMENT INFORMATION

Effective July 1, 2004

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. *The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.*

   a. Reimbursement *for travel and/or per diem* shall be at the rates established for non-represented/ excluded state employees. *Exceptions to DPA lodging rates may be approved by DHS upon the receipt of a statement on/with an invoice indicating that such rates are not available.*

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or subcontract* employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments. *Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.*

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If Contractor does not present receipts, lodging will not be reimbursed.

      (1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	$ 84.00 plus tax
Counties of Los Angeles and San Diego	$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	$140.00 plus tax

      Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Services or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.*

      (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the Contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	Reimbursement Rate
Breakfast	$ 6.00
Lunch	$ 10.00
Dinner	$ 18.00
Incidental	$ 6.00

   d. Out-of-state travel may only be reimbursed if such travel *is necessitated by the scope or statement of work* and has been approved in advance by the program with which the contract is held. For out-of-state travel, Contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, Contractors/*Subcontractors* must have prior *DHS written and verbal approval. Verbal approval shall be confirmed in writing (email or memo).*

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this *exhibit*.

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the Contractor, in writing, of the revised travel reimbursement rates.

3. <u>For transportation expenses, the Contractor must retain receipts</u> for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a Contractor uses his or her car for transportation, the rate of pay will be **<u>34 cents</u>** maximum per mile. If the Contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim up to **<u>37 cents</u>** per mile. If a Contractor uses his or her car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The Contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.

5. The Contractor is required to furnish details surrounding each period of travel. Travel *expense reimbursement* detail may include, but not be limited to: purpose of travel; departure and return times; destination points; miles driven; mode of transportation; etc. *Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.*

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

7. *At DHS' discretion, changes or revisions made by DHS to this exhibit, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHS program policy.*

Travel Reimbursement Guide

Length of travel period	This condition exists…	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	• Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m.	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

Exhibit A
Scope of Work

Project Name: **Tobacco Education Clearinghouse of California (TECC)**	**Revision Date:**					**Report Period:** **For Progress Report Use Only**	
Objectives/Activities/Evaluation	**©**	**%**	**Start/ End Date**	**Who Is Responsible**	**Tracking Measures**	**Document Number/ Letter**	**Actual Date(s) Completed**
Components							
In outline format, state an objective for each of the 7 Required Components. Immediately following each objective, describe the activities to achieve the objective. Also in outline format, state an objective for the 8th Enhanced Services Component if one is to be added. Outcome Specific Objective: The objectives should be measurable and clearly identify the expected result or outcome. It should state how much change will occur, for what target group, when the objective will be met and in what location. A good objective is measurable, quantifiable and time-limited. Example: Clearinghouse Component I: Bulk Printing, Purchase/Access and Distribution of Materials Objective 1. : Through December 31, 2008, maintain a bulk educational materials distribution system made available to approximately 250-400 CDHS/TCS contractors, their subcontractors, schools, California state agencies, health care providers, and Medi-Cal plans which will include: a) 3,000-4,000 anticipated annual requests for materials; b) 2-3 million pieces shipped per year; c) warehousing 250-400 different items for bulk and individual purchase or access through an annual print sales catalog, a web-based catalog and a rapid response ordering system.	Place a copyright sign next to each program deliverable that is subject to copyright laws, such as educational materials, project directory, etc.	For each program deliverable, indicate a percent between 0.5 percent and 100 percent that reflects staff and budget resources. This column must total 100 percent.	List the progress report periods during which each program and evaluation activity is expected to start and end.	Indicate who is responsible for each activity. This may include staff, subcontracts or, consultants. The positions must correspond to the position titles used in the Budget Justification. Provide a key to identify position titles if using abbreviations. Do not include agencies outside of your control.	List the items that are used to document and verify that activities are completed. These include review committee meeting agenda and summary documents, copies of educational materials developed, number of orders received, etc.		
Activity 1. Use an outline format, describe the activities and steps to be taken to achieve each component. Any enhancement activities/steps should also be described. The required and enhancement activities should be comprehensive and are to describe how much will be done by using ranges. For example, the number of materials to be developed and provided, the number of CDHS/TCS contractors to be served, the number of customer satisfaction surveys to be administered, the number of bulk mailings to be performed, the number of technical assistance interactions, etc. Also, describe what will be done by outlining the processes and systems that will be developed to satisfy program requirements, such as dissemination of resource information, materials review process, materials development, materials database/resource collection, etc.)							
Example: Respond to an estimated 250-300 educational materials orders per month from both inside and outside California, from both toll-free and regular telephone numbers, fax, e-mail, and the Clearinghouse Web Site.		1.0	12/05-6/06 – 7/06-12/06	Materials Distribution Coordinator (MDC)	Order fulfillment & databases		

+ On file in office

ABC Clearinghouse Services, Inc.
Budget Justification
December 1, 2005 to December 31, 2010 (61 Months)

	12/01/05 to 06/30/06	07/01/06 to 06/30/07	07/01/07 to 6/30/08	07/01/08 to 06/30/09	07/01/09 to 06/30/10	07/01/10 to 12/31/10	Total Amount Budgeted

NOTE:

- **This is a Hypothetical and Sample Budget Justification which does not contain each of the line items described in the Budget Justification instructions. This is only a sample only, provided to depict the required format and level of detail required to justify proposed budget expenses.**
- **The following salaries, percents of time, number of hours per pay periods and number of pay periods are for illustration only. Please use a method that will closely reflect how your agency monitors its Personnel.**

A. PERSONNEL COSTS

	12/01/05 to 06/30/06	07/01/06 to 06/30/07	07/01/07 to 6/30/08	07/01/08 to 06/30/09	07/01/09 to 06/30/10	07/01/10 to 12/31/10	Total Amount Budgeted
1. Project Director: **$4,000-$4,500 per month x 100% FTE x 61 months**	**$28,000**	**$48,000**	**$49,200**	**$50,400**	**$51,600**	**$26,400**	**$253,600**

Project Director responsibilities include overall responsibilities for the project and insures timeliness of contract obligations. Responsibilities include overall project planning and management, budget monitoring and revision, liaison with TCS Health Education Consultant and Contract Manager, quality control monitoring/project evaluation, preparation of progress reports, personnel management, and direct supervision of the Assist. Coordinator, Graphic Coordinator, Materials Development Coordinator, and Materials Distribution Coordinator. Is also primary administrative liaison with administration and other departments including the Customer Service and Distribution Department.

	12/01/05 to 06/30/06	**07/01/06 to 06/30/07**	**07/01/07 to 6/30/08**	**07/01/08 to 06/30/09**	**07/01/09 to 06/30/10**	**07/01/10 to 12/31/10**	**Total Amount Budgeted**
B. Fringe Benefits 18-25% of Personnel Salaries	$7,000	$12,000	$12,300	$12,600	$12,900	$6,600	$63,400
Description: Fringe Benefits include FICA, State Unemployment, long term disability insurance, Workers compensation, health, dental, life and pension. Sick leave, vacation, personal days, and paid holidays are included in salary and are not part of fringe benefits.							
C. Operating Expenses							
3. General Expenses							
a. Office Supplies: Estimated at approx $200 per month Includes routine office supplies, including paper, stationary, business cards, binders, pens, pencils, etc.; labels and envelopes for materials distribution and lending library mailings; library supplies, such as, book cards, spine labels, poster sleeves, and video boxes.	$1,400	$2,400	$2,400	$2,400	$2,400	$1,200	$7,400
b. Communications: Estimated at approx $2,000 per month Includes routine telephone service for 9 full-time equivalent staff. Costs include a toll-free telephone line for use for agency communication from: TCS, TCS funded projects, and includes for agency usage when providing technical assistance, reference, referral, and circulation.	$14,000	$24,000	$24,000	$24,000	$24,000	$12,000	$74,000

	12/01/05 to 06/30/06	07/01/06 to 06/30/07	07/01/07 to 6/30/08	07/01/08 to 06/30/09	07/01/09 to 06/30/10	07/01/10 to 12/31/10	Total Amount Budgeted
c. Postage/Shipping: Estimated at approx $160 per month Includes routine mailing/shipping of materials, special mailings to funded projects, shipping/mailing of lending library materials, postage and shipping of routine correspondence and reports, and use of agency mail service's (includes labor, equipment and shipping supplies)	$1,120	$1,920	$1,920	$1,920	$1,920	$960	$9,760
D. Travel/Per Diem/Training (at State DPA Rates)							
1. Project Travel/Training							
a. Project Travel: Estimated at approx $50-100 per month Includes mileage, airfare, meals, lodging, and incidental expenses necessary to attend meetings, trainings, etc.	$500	$1,000	$1,100	$1,200	$1,100	$1,250	$6,150
b. Project Training: Estimated at approx $500 per year Includes registration fees for staff training and development for items such as database design, web site development, facilitation skills, etc.	$250	$500	$500	$500	$500	$250	$3,000
2. CDHS/TCS Required Travel/Training							
a. CDHS/TCS Face to Face Meetings Estimated at $750/year Travel expenses such as mileage, airfare, per diem, incidentals, etc. necessary for two staff to attend one face-to-face meetings with CDHS/TCS per year.	$750	$750	$750	$750	$750	$750	$4,500

	12/01/05 to 06/30/06	07/01/06 to 06/30/07	07/01/07 to 6/30/08	07/01/08 to 06/30/09	07/01/09 to 06/30/10	07/01/10 to 12/31/10	Total Amount Budgeted
E. Other Costs							
1. Educational Materials: Estimated at approx. $250 per month Includes costs for purchase or print and audio-visual materials and subscriptions to relevant journals to be made available to CDHS/TCS staff and funded projects.	$1,750	$3,000	$3,000	$3,000	$3,000	$1,500	$15,250
Total Other Costs	$1,750	$3,000	$3,000	$3,000	$3,000	$3,000	$15,250
Total Direct Costs: Subtotal of budget categories A-E	$	$	$	$	$	$	$
F. Indirect Costs 15% Not to Exceed 15% of Total Direct Costs Includes costs for management and fiscal personnel staff (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper), bookkeeping and payroll services, utilities, building and equipment maintenance, janitorial services, insurance costs, and audit expenses.	$	$	$	$	$	$	$
G. Equipment: 1 Personal Computer to meet the Requirements of the RFP at $1,850 2 Bar Coders to place bar coding on warehouse materials at $700 ($350 each) 5 Shelving Units to store warehouse materials at $1,500 ($300 each) 1 ABC Software Package necessary to build databases at $450; anticipate upgrade necessary in Year 4 2 DEF Publishing Software Package necessary for publishing documents at $1,000 ($500 each); anticipate upgrade necessary in Year 4.	$5,500	$0	$0	$1,450	$0	$0	$6,950

		12/01/05 to 06/30/06	**07/01/06 to 06/30/07**	**07/01/07 to 6/30/08**	**07/01/08 to 06/30/09**	**07/01/09 to 06/30/10**	**07/01/10 to 12/31/10**	**Total Amount Budgeted**
H. Subcontracts/Consultants								
a. Mini-Grants: No mini-grants will be awarded.		$0	$0	$0	$0	$0	$0	$0
b. Translation Services Agency Services necessary to translate documents from English to in-language such as Spanish, Korean, Chinese, Mandarin, etc. Costs include personnel services, fringe benefits, operating expenses, and indirect costs (indirect costs shall not exceed 25% of the agency's combined total Personnel and Fringe Benefits expenses.)		$0	$1,200	$3,000	$2,500	$3,500	$1,100	$11,300
c. Graphic Artist Services of a consultant to assist with the design of logos and other graphic images for use on educational materials, and promotional items, etc.		$0	$1,750	$3,500	$2,000	$3,500	$3,500	$14,250
Total Subcontracts/Consultants	$0	$2,950	$6,500	$4,500	$7,000	$4,600	$25,550	
TOTAL COSTS	**$**	**$**	**$**	**$**	**$**	**$**	**$**	**$**

Revised 7/27/05

BUDGET PAGE SAMPLE

Name of Grantee: **Agreement Number: 05-45867** **Term: 12/01/05-12/31/10**	**Revision Date: 09/06/05**

	Pay Period	# of PP Per Year	Salary Range	% of time or # of hours per PP	Year 1 12/01/05 to 06/30/06	Year 2 07/01/06 to 06/30/07	Year 3 07/01/07 to 06/30/08	Year 4 07/01/08 to 06/30/09	Year 5 07/01/09 to 06/30/10	Year 6 07/01/10 to 12/31/10	Total Budget
A. Personnel											
1. Project Director	S	24	$4,220-$5,274	100	$0	$0	$0	$0	$0	$0	$0
2. Materials Development Specialist	S	24	$3,840-$4,801	100	$0	$0	$0	$0	$0	$0	$0
3. Customer Service Representative	S	24	$3,193-$3.980	100	$0	$0	$0	$0	$0	$0	$0
4. Shipper/Receiver	S	24	$3,130-$3,805	100	$0	$0	$0	$0	$0	$0	$0
5. Stock Clerk	H	24	$8.50-$12.50/hour	40 hrs/pp	$0	$0	$0	$0	$0	$0	$0
Total Personnel Costs:					**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
B. Fringe Benefits @ xx% - xx% of Total Personnel					**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Total Personnel Expenses:					**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
C. Operating Expenses:											
1. TCS Communications Network (PARTNERS)					$0	$0	$0	$0	$0	$0	$0
2. Space Rent/Lease					$0	$0	$0	$0	$0	$0	$0
3. General Expenses					$0	$0	$0	$0	$0	$0	$0
a. Office Supplies					$0	$0	$0	$0	$0	$0	$0
b. Postage					$0	$0	$0	$0	$0	$0	$0
c. Duplicating					$0	$0	$0	$0	$0	$0	$0
d. Communications					$0	$0	$0	$0	$0	$0	$0
4. Printing					$0	$0	$0	$0	$0	$0	$0
a. Printing and Reproduction					$0	$0	$0	$0	$0	$0	$0
b. Special Printings /Projects					$0	$0	$0	$0	$0	$0	$0
5. Equipment Rental					$0	$0	$0	$0	$0	$0	$0
6. Audit Expenses					$0	$0	$0	$0	$0	$0	$0
Total Operating Expenses					**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
D. Travel/Per Diem/Training at State DPA rates					**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
Continued on Next Page											

BUDGET PAGE SAMPLE CONTINUED

Name of Grantee: Agreement Number: 05-45867 Term: 12/01/05 – 12/31/10	Year 1 12/01/05 to 06/30/06	Year 2 07/01/06 to 06/30/07	Year 3 07/01/07 to 06/30/08	Year 4 07/01/08 to 06/30/09	Year 5 07/01/09 to 06/30/10	Year 6 07/01/10 to 12/31/10	Total Budget
E. Other Costs							
1. Educational Materials	$0	$0	$0	$0	$0	$0	$0
2. Promotional Items	$0	$0	$0	$0	$0	$0	$0
3. Incentives	$0	$0	$0	$0	$0	$0	$0
4. Reproduction, Development, and Distribution	$0	$0	$0	$0	$0	$0	$0
5. Material Review Committee	$0	$0	$0	$0	$0	$0	$0
6. Add Additional Line Items Here and Below if Necessary	$0	$0	$0	$0	$0	$0	$0
7.	$0	$0	$0	$0	$0	$0	$0
Total Other Costs	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL DIRECT COSTS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
F. Indirect Costs @ xx% - xx% of Total Direct Costs (Not to Exceed 15% of Total Direct Costs)	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
G. Equipment	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
H. Subcontracts/Consultants							
1. Mini-Grants	$0	$0	$0	$0	$0	$0	$0
2. Translation Services Agency	$0	$0	$0	$0	$0	$0	$0
3. Graphic Artist	$0	$0	$0	$0	$0	$0	$0
4. Add Additional Line Items Here and Below if Necessary	$0	$0	$0	$0	$0	$0	$0
5.	$0	$0	$0	$0	$0	$0	$0
Total Subcontracts/Consultants:	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL COSTS	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**

Revised 7/27/05

COMPARABLE SALARY

STATE CLASSIFICATION TITLE	COMPARABLE TITLE	COMPARABLE MONTHLY SALARY
Health Education Consultant Specialist III	Project Director	$4,608-$5,759
Health Education Consultant II	Senior Health Educator or Assistant Director	$4,194-$5,243
Health Education Consultant I	Health Educator, Health Education Assistant, Tech.Assistance Coord/Specialist I and II	$3,487-$4,346
Supervising Librarian I	Resource Center Coordinator	$4,307-$5,236
Junior Staff Analyst (General)	Resource Center Specialist	$2,632-$3,201
Secretary	Resource Center Assistant	$2,510-$3,051
Associate Information Systems Analyst-Specialist	Web/Database Coordinator	$4,316-$5,247
Programmer II	Database Specialist	$3,768-$4,581
Librarian	TCS Resource Center Coordinator	$3,267-$3,969
Associate Information Systems Analyst-Specialist	Information Specialist	$4,316-$5,247
Industrial Warehouse and Distribution Manager	Material Distribution Coordinator	$4,025-$4,850
Account Clerk II	Customer Support Assistant	$2,209-$2,687
Secretary	Administrative Assistant	$2,510-$3,051
Stock Clerk	Receiver/Shipper	$2,261-$2,749

Revised 7/27/05

CONTRACT UNIFORMITY

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

2. As used herein, fringe benefits do not include:

   a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.

   b. Director's and executive committee member's fees

   c. Incentive awards and/or bonus incentive pay

   d. Allowance for off-site pay

   e. Location allowances

   f. Hardship pay

   g. Cost-of-living differentials

3. Specific allowable fringe benefits include:

   a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

4. To be an allowable fringe benefit, the cost must meet the following criteria:

   a. Be necessary and reasonable for the performance of the contract.

   b. Be determined in accordance with generally accepted accounting principles.

   c. Be consistent with policies that apply uniformly to all activities of the Contractor.

5. It is agreed by both parties that any and all <u>fringe benefits</u> shall be at <u>actual cost.</u>

6. Earned/accrued Compensation.

   a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).

   b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).

   c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, <u>cannot</u> be claimed as an allowable cost (See example on page 2).

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the State contract term, the Contractor during a one-year contract term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the contract are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) contract John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Example No. 3:

If during a single year contract, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two of these weeks have been billed to the State, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

EXPENDABLE AND SENSITIVE EQUIPMENT

All equipment, regardless of type, including software must be budgeted in the Equipment Expenses category.

Expendable Equipment

Expendable equipment is defined as equipment costing less than $500 per unit and/or has a life expectancy of less than four years.

Expendable equipment includes, but is not limited to, the following:

All Office Furniture (e.g., desks, chairs, tables, bookcases, credenzas, storage cabinets, partitions, computer work stations, etc.);
Typewriters;
Calculators;
Cameras;
Projectors;
Answering Machines;
Easels; and
Office Telephones.

Sensitive Equipment

This equipment is defined sensitive equipment per the State Administrative Manual regardless of the dollar amount.

Bar Code Reader
Computer Component
Computer Component CPU
Computer Monochrome Monitor
Computer Color Monitor
Computer Console
Computer MSV Storage
Computer Printer
Computer Tape Unit
Computer Disc Drive
Computer Terminal Reader
Computer Terminal Printer
Computer Terminal Data Set
Computer Power Supply
Computer Power Supply Relay Unit
Computer System
Computer Modem
Computer Wang System
Computer, Other
Copier (All types)
Facsimile (FAX) Machine (All types)
Mailing Machine
Plotter
Postage Scale
Scanner (All types)
Television
Video Cassette Recorder/Player
Video Tape Recorder
Video Color Monitor
Video Tape Player

Sample OTIS SOW Materials Report

Scope of Work: Materials

Contract Number: 04-25
Agency Name: Modoc Public Health Department
Project Name: Modoc County Tobacco Education Program
Project Type: Local Lead Agency

Contract Term: 07/01/2004 - 06/30/2007
Effective Date: 07/01/2004
Plan Version ID: 1.0
Report Generated: 07/18/2005 01:43 PM

Material 1-5-1-M1	
Intervention Category:	Media Activities
Working Title of Material:	Smoke Free Workplace Ads
Material Purpose:	Influence attitudes about issue
Brief Description of the Content	:10 second ads that promote smoke-free bars and bar/restaurants.
Target Audience to be Reached by the Material:	**Audience Group(s)** • 21 years and older **General Population Group(s)** • Non-specific/General Audience
Material Format:	Audio Tape
Language:	English
Projected Completion Date:	01/05-06/05
Primary Content:	Secondhand Smoke

Material 1-5-2-M1	
Intervention Category:	Media Activities
Working Title of Material:	AB-13 Ad
Material Purpose:	Influence attitudes about issue
Brief Description of the Content	Copy of any ad's created regarding successful bars/bar restaurants that have complied with labor code 6404.5.
Target Audience to be Reached by the Material:	**Audience Group(s)** • Bar Owners • Business/Merchant • Employees • Key Opinion/Community Leaders • Law Enforcement • Legislators/Policy Makers • Rural Populations • Tobacco Users **General Population Group(s)** • Non-specific/General Audience
Material Format:	Newspaper Ad/PSA
Language:	English
Projected Completion Date:	01/07-06/07
Primary Content:	Secondhand Smoke

Material 1-5-12-M1	
Intervention Category:	Media Activities
Working Title of Material:	LC 6404.5 Ads
Material Purpose:	Influence behavior change
Brief Description of the Content	Ads that promote LC 6404.5 enforcment.
Target Audience to be Reached by the Material:	**Audience Group(s)** • 21 years and older **General Population Group(s)** • Non-specific/General Audience
Material Format:	Newspaper Ad/PSA
Language:	English
Projected Completion Date:	01/05-06/05
Primary Content:	Secondhand Smoke

Material 3-8-14-M1	
Intervention Category:	Promotional Items
Working Title of Material:	Tobacco-free Athlete
Material Purpose:	Influence behavior change
Brief Description of the Content	Sports travel bag that promotes a tobacco-free athlete program.
Target Audience to be Reached by the Material:	**Audience Group(s)** • Sport Fans, Sport Teams **General Population Group(s)** • Non-specific/General Audience
Material Format:	Incentive Items
Language:	English
Projected Completion Date:	01/07-06/07
Primary Content:	Countering Pro-Tobacco Influences